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## The Solicitors' Journal and Reporter.

LONDON, MAY 21, 1887.

## CURRENT TOPICS.

THE COMMITTEE for devising a scheme of fusion with respect to the Chancery Offices continues to meet diligently every Tuesday. If report speaks truly, the majority of the members are not of opinion that the proposed "fusion" is advisable, and, if they have the courage of their opinions, they will frankly tell the Chancellor that the resolutions of the previous committee were a mistake, and ought not to be carried out.

STATEMENTS HAVE APPEARED in the daily papers to the effect that on the Queen's birthday, Tuesday next, the courts will not sit and that the offices will be closed. The rule relating to the subject (R. S. C., 1883, ord. 63, r. 22, which says that it shall not be necessary for the courts to sit on the day appointed to be kept as the Queen's birthday, is only permissive, and, Tuesday next being so near the end of the sittings, it is not improbable that several of the courts will sit on that day; and we are informed that Mr. Justice KAY has already announced his intention to do so. No order for the closing of the offices had been issued up to Thursday.

THE LORD CHANCELLOR on Tuesday postponed the discussion in committee of the Land Transfer Bill until after Whitsuntide. He said that, "without departing from the main lines of the Bill, he was desirous, as far as he could, to meet the suggestions which had been thrown out by his noble and learned predecessors, and this he had endeavoured to do, by a number of clauses, which were, of course, of a technical nature, and could not be suddenly put before the House so as that their lordships should be able to understand them at once." This was certainly reasonable, inasmuch as the amendments proposed by the Lord Chancellor cover nearly twenty-one pages of the same size as the Bill, which itself (excluding the schedules) occupies less than twenty-four pages. Many of the amendments need the most careful examination to ascertain their exact effect, and we cannot pretend this week to discuss them in detail. We may remark, however, that Mr. GREGORY's letter to the *Times* has borne fruit in a new clause relating to succession duty, the effect of the provision being that the duty is to be an incumbrance on land like any other charge, and may be registered as such; that the Land Transfer Board, on having brought to their notice the death of any registered proprietor, are to enter on the register a caution as to liability to succession duty and inform the Commissioners of Inland Revenue of such entry; the caution is to expire at the end of six months unless renewed by the commissioners, but after the expiration of two years from the entry the commissioners are not to be entitled to renew such caution unless they satisfy the board, or, on appeal, the court, that "the failure to satisfy the payment of succession duty has not arisen from any want of diligence on the part of the commissioners." We observe, also, amendments to clause 5 which indicate that the relations of the Bill to the Settled Land

Acts have received more attention than was apparently bestowed upon them before the preparation of the Bill.

THE COURT OF APPEAL have affirmed Mr. Justice NORTH's decision in *Hobson v. Howes* (*ante*, p. 254), that the power of sale conferred by the Conveyancing Act, 1881, only enables a mortgagee to convey the interest vested in him, and, therefore, that an equitable mortgagee by deed of freehold land, selling the mortgaged property under the implied statutory power, cannot convey the legal estate to the purchaser. The general opinion of conveyancers has, we believe, been in accordance with the doctrine now established, but it was understood that the contrary view was taken by an eminent member of the profession; and, no doubt, apart from a consideration of the provision on the same subject in Lord CRANWORTH's Act, there is much to be said for this view. The decision of the Court of Appeal was partly based on the ground to which we drew attention at the time of Mr. Justice NORTH's decision—viz., the variation of the language of section 21 of the Conveyancing Act, 1881, from that of section 15 of Lord CRANWORTH's Act. The latter section enables the mortgagee to convey "the property sold for all the estate and interest therein which the person who created the charge had power to dispose of," while section 21 of the Conveyancing Act, 1881, only enables the mortgagee to convey "the property sold for such estate and interest therein as is the subject of the mortgage." It seems to be a reasonable presumption that, when words in a previous Act dealing with the same subject-matter are altered in a subsequent Act, they are intended to bear different meanings.

THE ANNUAL ELECTIONS of persons to serve on the Metropolitan vestries are now taking place, or about to take place, in accordance with the Metropolis Management Act, 1855. We believe that as yet no woman has been elected to serve upon a metropolitan vestry, and we understand that the question whether or not a woman is eligible is considered by great authorities to be doubtful. On looking at the Act, however, we incline to think that women are eligible. By section 2 "the vestry in every parish" within the Act "shall consist of a certain number of persons qualified and elected as herein provided," and by section 6 the vestry elected under the Act "shall consist of persons rated or assessed to the relief of the poor upon a rental of not less than £40 per annum." No doubt the Act constantly speaks of "vestrymen," and uses the terms "he" and "him" when referring to the members of the vestry. But, as the Act was passed after Lord BROUGHAM's Act (13 Vict. c. 21), by which "in all Acts words importing the masculine gender shall be deemed and taken to include females, unless the contrary as to gender is expressly provided," these descriptions would not apparently deprive women of the rights unmistakably conferred upon them in the first instance by the word "persons." It is, moreover, material to observe that, in HOBHOUSE's Act for the election of select vestries, 1 & 2 Will. 4, c. 60 (repealed and superseded in the Metropolis by the Act of 1855), "resident householders" possessing a certain rating qualification may sit on a select vestry, and although in that Act also the term "vestrymen" is used, it is also expressly provided that "the meaning of the several words in this Act shall not be restricted, although the same may be subsequently referred to in the masculine gender."

CAREFUL READERS of the law reports which appear in the daily issue of the *Times* must have observed, among many other wonderful things, the development of a novel description of headnote. The various stages through which this production has passed before reaching its present perfection afford much interest. A few months ago the practice was to commence the report by a general observation on the case—"This was a curious case"; "This was an amusing case," &c. This style of headnote, however, has the disadvantage of becoming, in course of time, slightly monotonous, and when an enterprising reporter, by way of varying the formula, headed a certain memorable report "*This was a somewhat ghastly case*," the practice seemed to receive a check. It still survives, however, for quite recently we observed our old acquaintance "*This was a singular case*" heading a report of

*Andrew v. Read.* But, for the most part, the headnote has recently taken a new form, descriptive of the persons to whom the case is likely to be of interest. From some recent issues of the *Times* we have culled the following specimens of the latest development:—

"*Winter v. Baker.*—This was a case of considerable interest to the great number of people who, without being of a particularly nervous or sensitive temperament, are irritated and annoyed by such popular performances as the playing of brass bands, barrel organs, &c."

This we place first as being perhaps the most highly finished of all the headnotes we have to offer. The refinement of the distinction drawn between persons of "a particularly nervous or sensitive temperament," and persons "irritated and annoyed by the playing of brass bands, barrel organs, &c.," is worthy of special attention. The case had obviously no interest to the former class, but was "of considerable interest" to the latter. We now proceed to a few less elaborate specimens:—

"*Hartley v. Gardner.*—This was a case of some interest as bearing upon the liabilities of those who receive animals, pictures, or other valuable objects for exhibition."

"*Whitaker and Another v. Dunn.*—This case was one of some interest to the many persons who have building work done."

"*M'Manus v. Cooke.*—This case raised a question of some interest and importance to owners of houses in towns."

And so on through all the different relations of life. It is obvious that this kind of headnote is capable of infinite variation, and its capabilities have evidently not yet been fully appreciated. Why should not the Divorce Court reports in the *Times* be headed—

"This was a case of some interest to persons about to marry."

And the reports of breach of promise cases—

"This was a case of considerable interest to the great number of persons who, without really intending to marry, engage in flirtation."

And the assize and police reports of robberies and thefts—

"This case raised a question of some interest and importance to the large class of persons who desire to appropriate other persons' goods."

We suppose it must have been by way of protest against the new headnote that a cynical reporter in the *Times* a few days ago, after gravely stating a case heard before the House of Lords, added:—"The case was of no interest except to the parties concerned." We venture to suggest that the addition of this footnote to many of the other reports in the *Times* would be more in accordance with fact than the headnote at present in fashion.

FOR THE INFORMATION of those who have no time to peruse blue books we may give the text of the two resolutions arrived at by Lord SELBORNE'S Committee, and for the carrying out of which resolutions a fresh committee is now endeavouring to devise a scheme. "4. That the whole administrative staff of the Chancery Division in London shall eventually be brought under the control of the several chancery judges, by attaching to each judge a sufficient number of clerks to do all the business of chancery causes and matters, including the drawing of orders and taxing of costs; the duties of such clerks and the distribution of business among them to be determined by rules to be made by the judges of the Chancery Division." "5. That, in order to carry out the object of the last preceding resolution, power be taken by which, on any vacancy occurring among the registrars or taxing masters or their clerks, such vacancies shall be filled by appointing additional chief and other clerks to act with the present chief clerks and their clerks." The first observation to be made on these resolutions is that one of the commissioners—namely, Mr. Justice PEARSON—expressly dissented from them, on the ground, as to the registrars, that at present they circulate in all the courts, including the Court of Appeal, and by that means obtain wide experience of the practice, and are often able to assist a judge in framing a decree by informing him of what another judge has done under similar circumstances, and that in the absence of that special knowledge in the proposed clerks, who would not so circulate, the judges will be embarrassed for want of the assistance which they now obtain. As to the taxing masters, he thought it a great advantage that they should be entirely separated from the earlier stages of all matters in respect of

which they have to tax the bills of costs, thus being kept independent and impartial, so that no solicitor need fear their being prejudiced by any opinion they have formed in the progress of litigation. The recommendation of the committee in their report is that, "As in Resolutions 4 and 5, by degrees the separate offices of registrars and taxing masters should be abolished, clerks of equal qualifications being assigned to each judge to perform their duties." The next observation is that this is not an amalgamation of the three offices of registrar, chief clerk, and taxing master; it is merely calling the first and last-named of these officers by other names, and attaching a certain proportion of them to each chancery judge. It almost goes without saying that such a plan, if carried out, would tend to set up a different practice according to the different views of the several judges, and to make the carrying on of business in chambers more and more complicated by reason of the difficulty of learning the particular requirements of each staff.

WHEN A PLAINTIFF, having brought an action, desires to discontinue it, the general condition is that he shall pay the defendant's costs. The distinction between a defendant in such a case and a person appearing on the hearing of a winding-up petition is not very clear. Mr. Justice NORTH, in *Re The District Bank of London* (ante, p. 427), seems to have treated the two as in altogether different positions. A shareholder of the company presented a petition for winding up, apparently for the purpose of expediting proceedings already in progress for winding up voluntarily. Certain shareholders who took copies of the petition were informed that, in a certain event, the petition would be withdrawn, and that the petitioner, on asking leave to withdraw, would object to these shareholders having any costs. In the result the expected event happened, and Mr. Justice NORTH dismissed the petition without costs. In considering this point it must be borne in mind that a winding-up petition is different from most other petitions; an advertisement being issued inviting all the creditors and contributories of the company to come in and oppose or support the prayer of the petition. The courts have laid down a rule as to the costs of persons appearing on these petitions calculated to deter unnecessary appearances, but it seems scarcely consistent with justice that a petitioner should be able to invite persons concerned to come and be present at the decision of the court and then to withdraw his case, leaving his opponents to pay their own costs.

WE MAY REMIND OUR readers that the twenty-seventh anniversary festival of the Solicitors' Benevolent Association is to be held on Thursday, June 9, at the "Whitehall Rooms," Hôtel Métropole, London, Mr. E. J. Bristow in the chair. A suggestion has been made that members of the profession should unite in making this festival a suitable celebration of the Jubilee Year, and that annuities should be founded to be known in perpetuity as the "Victoria Annuities." It would be difficult to suggest a more suitable mode of celebration for solicitors, and we trust that the appeal of the board will meet with a large response. We ventured, about a year ago, to question the expediency of restricting, in accordance with a traditional policy, the amount of relief afforded. Our observations, although rendering the fullest justice to the admirable manner in which the society was administered upon the ancient lines, did not, we believe, meet with a very cordial reception by the board. We are happy to observe, however, that they have not been without effect. The total relief granted in 1885 was £2,995, while last year the sum suddenly sprang up to £3,868. The board may be sure that the true way to make their present appeal a success is to announce that their object and policy in the future will be that no case of real want shall go unrelieved or inadequately relieved.

MR. FORD'S application for an interlocutory injunction against the admission of members of the Law Society Club who are not also members of the Incorporated Law Society has failed, and we may be permitted to express a hope that we have seen the last of these unseemly intestine contests.



THE LIMITS OF THE RULE IN *GEORGE v. CLAGETT*.

THE case of *Cooke v. Eshelby*, recently decided in the House of Lords (12 App. Cas. 271), is one of some importance, not because the point actually decided in the case could be really considered doubtful, but because it appears to be the first occasion on which the subject involved has come before the highest legal tribunal.

The question was as to the true limits of the doctrine laid down in the well-known case of *George v. Clagett* (7 T. R. 359, 2 Sm. L. C., 8th ed., p. 118). The head-note to that case states the result of the decision as follows—viz., that, if a factor sells goods as his own and the buyer knows nothing of any principal, the buyer may set off any demand he may have on the factor against the demand for the [price of the] goods made by the principal. The terms of this proposition are perhaps rather too sweeping unless read by the light of the facts of the case itself. In the note to the case in Smith's Leading Cases that learned author states that the decision too clearly results from natural equity to need much discussion or explanation. He subsequently states that the rule is subject to the exception that it "only applies when the party contracting has not the means of knowing that the party with whom he contracts is but an agent. If he has the means of knowing, and, though he may not be expressly told, still must be supposed to have known that he was dealing, not with a principal, but with an agent, the reason of the rule ceases, and then *cessante ratione cessat lex*." This qualification of the rule seems open to objection on the ground of ambiguity, because it half implies, but does not exactly state, that the means of knowledge must always be considered equivalent to knowledge that the agent is not a principal. It may be observed that the judgment in *Baring v. Corrie* (2 B. & A. 137), on which it is based, seems open to the same objection.

In the case of *Cooke v. Eshelby*, which we are discussing, the facts were these:—L. & Co. sold cotton to C. in their own names, but really on behalf of an undisclosed principal. C. knew that L. & Co. were in the habit of dealing both for principals and on their own account, and had no belief on the subject whether they made this contract on their own account or for a principal. It was held that C. could not, in an action brought by the principal for the price of the cotton, set off a debt due from L. & Co.

The reason for this decision seems tolerably obvious. The natural equity upon which such a claim of set off depends appears to be, so far as we understand it, that the purchaser was induced to enter into the contract because he thought the agent was selling as principal, and having regard to the existing state of the account between himself and the agent, or that the debt sought to be set off was allowed to be contracted or to remain unused for because supposed to be practically secured to the extent of the set off. The purchaser might let the supposed vendor have goods practically in payment of his own debt, when he would not trust him for them on credit. It is true that in particular cases the supposed natural equity might not really exist in fact, the defendant not having been induced, in fact, to alter his position on the faith that the agent was principal, but our legal forefathers had a sound and sturdy faith in the excellence of general rules as preventing precarious inquiries into doubtful questions of fact, and so it was laid down generally that in all such cases the equity existed. It is rather curious to observe how very little the real grounds of it are worked out in *George v. Clagett* and the case of *Rabone v. Williams* cited therein. But, in any case, it is clear that, when a defendant did not, in fact, believe that the agent was selling as principal, the groundwork of the equity fails altogether.

The headnote to the report of the case we are discussing in the *Law Reports* states the general principle thus: "Where an agent sells in his own name for an undisclosed principal, and the principal sues the buyer for the price, the buyer cannot set off a debt due from the agent, unless in making the contract he was induced by the conduct of the principal to believe, and did, in fact, believe, that the agent was selling on his own account." It may be observed that the actual facts of the case did not cover the whole of this proposition. It being admitted that the defendant did not believe that the agent was acting as principal, it was immaterial to consider whether it would be necessary that the plaintiff should have induced him by his conduct so to believe. But, nevertheless, it seems clear from the judgments and the reason of the thing that the proposition so stated is a correct

statement of the result of the decision. If the equity depends upon a belief, it surely can only arise from a belief which the plaintiff has caused in some way—or, in other words, which the defendant was entitled to derive from his conduct. Nice questions may conceivably arise as to what conduct or circumstances would justify such a belief on the defendant's part. It seems hardly possible to lay down any general rule on the subject, as it must depend apparently on the circumstances of each particular case. With regard to persons the nature of whose business is notoriously only to act as agents or go-betweens, such as some kinds of brokers, there would generally be very little question. In *George v. Clagett* the agents were factors to whom the possession of, or indicia of title to, goods is or are intrusted by their principals for the purposes of sale, and also were in the habit of selling goods on their own account. In *Cooke v. Eshelby* the agents were brokers, and also were in the habit of acting as principals. It is obvious that a good deal would turn on the nature of the agent's business, and how far it was known, or could be known, or not, to the plaintiffs or the defendants respectively.

## THE INCIDENCE OF ADMINISTRATION COSTS.

## IV.

THERE should have been added (*ante*, p. 424) to the administration costs falling on the residuary personal estate

(c) *The costs of getting in or converting and remitting to this country personal estate in a colony or foreign country, together with all duties payable to the Government of such colony or country in respect of such personal estate* (*Peter v. Stirling*, 1878, 27 W. R. 429, 10 Ch. D. 279). In that case a testator who died domiciled in England had personal estate in the Colony of Victoria, where duty is payable on the property of all deceased persons. The duty payable amounted to £2,800, and it was contended by the residuary legatees that the colonial duty should be paid by each legatee on the proportion of his legacy which the assets in Victoria bore to the whole assets, but Malins, V.C., held that, "whatever are the expenses of getting in these assets in Victoria, whether they are the expenses of calling them in, or selling property, or paying duty to the Government, they are all deductions to be made as expenses of the estate to be paid out of the estate generally; and that which remains after paying all the debts of the testator remains as assets of the testator, and goes to pay the legacies in full."

We now come to the consideration of the rules which have been laid down as to the incidence of administration costs in cases where the residuary personal estate is insufficient for their payment, and upon this subject the cases are frequently inconsistent, and difficult to reduce to any definite general principle. There are two general principles, either of which might have been adopted, but neither of which has, in fact, been completely adopted. In *Eyre v. Marden* (1839, 4 My. & Cr. 243), Lord Cottenham laid down the rule that administration costs "should be defrayed in such a manner as not to disappoint the legal directions of the testator"; hence, that any part of his estate "unaffected, for any reason, by the dispositions of his will, is to be applied in payment of the costs of administration in preference to, and therefore in exoneration of, those parts of his estate which are affected by such dispositions." It is true that Lord Cottenham was speaking here of the personal estate only, but the principle is one which might have been reasonably applied both to the personal and real estate. We shall see that this principle has not been so applied. The other course which might have been adopted is to follow the rules which have been laid down as to the order of assets for payment of debts. In *Harrison v. Harrison* (1872, 8 Ch., at p. 344, note [1]), Romilly, M.R., laid it down that administration costs were payable out of the assets in the same order as debts; and in many of the cases the decisions upon the payment of debts are treated as authorities on the question of the payment of administration costs. But, as we shall see, the order prescribed for the application of assets in payment of debts has been departed from, and a good deal of the confusion and uncertainty which prevails in some branches of this subject appear to be due to the divergence of opinion as to whether the rules as to debts are binding with regard to costs.

(7) *It seems that where the residuary personal estate is insuffi-*

cient to pay the administration costs, the deficiency must be made up by the pecuniary legatees (*Tompkins v. Colthurst*, 1875, 24 W. R. 267, 1 Ch. D. 626; see also *Collins v. Lavis*, 1869, 8 Eq. 708; *Dugdale v. Dugdale*, 1872, 14 Eq. 234). These decisions are opposed to one of the points decided in *Hensman v. Fryer* (1867, 16 W. R. 162, 3 Ch. 420, 426), where Lord Chelmsford, C., held that where the general personal estate is insufficient for payment of debts and legacies, the pecuniary legatees and the residuary devisee must contribute rateably to the payment of the debts which the general personal estate was insufficient to satisfy; but in each of the three above-mentioned cases the decision on this point was treated as mistaken, and opposed to the settled rule of the court; and in *Tomkins v. Colthurst*, Malins, V.C., said that "No one denies that it has been the rule of the Court of Chancery that pecuniary legacies are, in case of the deficiency of the general personal estate, the primary fund for payment of the debts and funeral and testamentary expenses." This is in conflict with the rule on which Romilly, M.R., said (in *Harrison v. Harrison*, *ubi supra*) "he had for many years acted," under which real estate descended was applied in payment of debts and administration costs in priority to pecuniary legacies; but it is to be observed that, on appeal in that case, Lord Selborne, C., said that "it does not appear to us to be a true result, either of principle or of the English authorities, that the costs of the general administration of the personal estate would have been thrown on the [descended] real estate in favour of legatees upon the principle of marshalling."

(8) Next in order comes the descended real estate (*Barber v. Wood*, 1877, 4 Ch. D. 885, 886; see also *Galton v. Hancock*, 1744, 2 Atk. 430; *Wood v. Ordish*, 1855, 3 Sm. & Giff., at p. 128). In *Barber v. Wood*, Hall, V.C., after deciding that certain real estate descended to the heir-at-law, said that "it must be the first real estate to be applied in payment of debts in case there be a deficiency in the personality." It seems that the same rule applies to the payment of administration costs (*Morley v. Tunstall*, 1859, unreported, but see extract from the decree given in 7 Eq., at p. 416 note (1); see also the judgment in *Scott v. Cumberland*, 1874, 18 Eq., at p. 583; and *Row v. Row*, 1869, 7 Eq. 414, in which case, however, James, V.C., expresses a doubt as to whether the rule would apply if the heir-at-law had had "a clear legal estate in the property descended to him.")

*Maddison v. Pye* (1863, 32 Beav. 658) and *Bagot v. Legge* (1864, 2 Dr. & Sm., at p. 262) are, at first sight, opposed to this rule, inasmuch as in both those cases it was held that administration costs must be borne rateably by the descended and devised estates. It is to be observed, however, that in *Maddison v. Pye* the testator's personal estate had been duly administered, apparently out of court, and the suit was merely to administer the real estate; moreover, there was an agreement for compromise of the suit, the terms of which the court held (see p. 659) to mean that the costs should be borne by the whole of the real estate. It is rather odd that so much should have been made of this decision in subsequent cases; the decision appears to have turned on special circumstances, and ought not to have been reported at all; it is, moreover, very badly reported, neither the terms of the will nor the names of the counsel being given. The judgment in *Bagot v. Legge* (*ubi supra*) expressly recognizes "the principle of the costs being first payable out of the personal estate, and then out of the descended estates," and distinguishes the case before the court on the ground that there was no personal estate, and that the questions were entirely as to the rights of the devisees *inter se* and the rights of the devisees and heir-at-law. Since the decisions of the Court of Appeal (referred to *ante*, p. 459), that costs exclusively occasioned by the administration of the real estate of the testator are to be borne by the real estate exclusively, it may be suggested that both the above-mentioned decisions should be considered as applying only to the case of costs exclusively occasioned by the administration of a testator's real estate, and as prescribing the manner in which such costs are to be borne.

It appears that lapsed shares of residuary real estate are to be considered as on the footing of descended real estate as regards priority of application in payment of administration costs (*Scott v. Cumberland*, *ubi supra*—a decision which has not been overruled—but see the remarks of Jessel, M.R., in *Trethewy v. Helgar*, 1876, 4 Ch. D., at p. 57, and of Pearson, J., in *Hurst v. Hurst*, 1884, 28 Ch. D., at p. 169). Real estate which has

descended to a testator's heir-at-law by reason of a forfeiture by the devisee under the will is not liable to pay administration costs in priority to specifically-devised estate (*Hurst v. Hurst*, 1884, 28 Ch. D. 159).

It seems, however, that, if the testator has expressly or impliedly charged the whole of his real and personal estate with payment of his debts and testamentary expenses, the descended and specifically-devised real estate will be liable rateably to payment of administration costs (*Stead v. Hardaker*, 1873, 21 W. R. 258, 15 Eq. 175; see the judgment in *Scott v. Cumberland*, 1874, 18 Eq., at p. 585).

(9) In case the assets before mentioned are insufficient for payment of administration costs, such costs must be borne by the specifically-bequeathed personality, specifically-devised realty, and residuary realty rateably according to value (*Jackson v. Pease*, 1874, 23 W. R. 43, 19 Eq. 96; *Lancefield v. Iggulden*, on appeal, 1874, 23 W. R. 136, 10 Ch. 136). The basis of the rule is that a residuary devise is still specific, notwithstanding the 24th section of the Wills Act (*Hensman v. Fryer*, *ubi supra*).

(10) It seems that the last assets to be applied in payment of administration costs are real or personal property over which the testator had a general power of appointment. This is the rule with regard to the payment of debts, on the ground that such property is not the property of the testator (*Fleming v. Buchanan*, 1853, 3 De G. M. & G. 976, 979); and it is presumed, though we find no decision upon the point, that such property is applicable to payment of administration costs of a will, and in the same order as in the case of payment of debts.

(11) In the administration of property subject to a power of appointment the administration costs fall rateably on the appointed and unappointed shares of the property (*Warren v. Postlethwaite*, 1845, 2 Coll. 108, 123; *Trollope v. Routledge*, 1847, 1 De G. & Sm. 662, 671; *Moore v. Dixon*, 1880, 29 W. R. 12, 15 Ch. D. 566). It is to be observed that all these cases were decided on the administration of the trusts of marriage settlements, and that in *Moore v. Dixon* (*ubi supra*) Malins, V.C., laid some stress upon the circumstance that all the objects of the power were "purchasers for value, and entitled to take free from costs as far as they can." There appears to be no reported case where the question has arisen in the administration of a will, but it is presumed that the rule will apply to the partial exercise by will of a power of appointment over a fund settled by a marriage settlement.

(12) Where administration costs to which the specifically-devised personal estate and the real estate are bound to contribute are paid in the first instance out of the general personal estate, each of the other funds must pay interest on the amount which it ought to have contributed at the time when the payments were made out of the general personal estate. This appears to follow from the decision of Mr. Justice North in *Ashworth v. Munn*, reported in last week's issue of the WEEKLY REPORTER (35 W. R. 512). In that case a testator devised and bequeathed his real and personal estate as a mixed fund, and directed that, after payment of his debts, funeral and testamentary expenses, legacies, and expenses of execution of the trusts, it should be held on certain trusts. Under these provisions, of course, the debts and other charges fell rateably on the whole of the testator's estate. In the course of administration by the court, however, the debts and some of the legacies had been paid, in the first instance, out of the general personal estate. The question was now raised whether, besides contributing rateably to the payment, the specifically-bequeathed personal estate and real estate were liable to pay to the personal estate interest on the amount of capital which they ought to have contributed at the time when the payments were made out of the personal estate. There seems to have been no previous direct authority on the point, but Mr. Justice North held that interest was payable. "One of the three funds," he said, "has contributed an undue proportion of the charges. There were good reasons for its doing so in the first instance; but now an adjustment of the amount of the contribution is to be made between the three funds, and I think that each of them ought to be placed in the same position as if it had contributed its proper proportion at the time at which it ought to have done so. It seems to me, therefore, that the real estate, for instance, ought now to contribute, not only its proportion of the capital, but also interest thereon from the respective times at which the payments were made. The persons who are entitled to the real estate, if they had contributed to the payment of the



debts at the proper time, would not thenceforth have received the income of the capital which they had contributed, as they have, in fact, done."

## REVIEWS.

### SEARCHES.

ON SEARCHES: CONTAINING A CONCISE TREATISE ON THE LAW OF JUDGMENTS, EXECUTIONS, LIS PENDENS, BANKRUPTCY, INSOLVENCY, ANNUITIES, AND STATUTORY CHARGES, AS AFFECTING LAND. By HOWARD WARBURTON ELPHINSTONE, M.A., author of "A Practical Introduction to Conveyancing," and one of the authors of "Key and Elphinstone's Compendium," and of "Elphinstone, Norton, and Clark on Interpretation of Deeds," and JAMES WILLIAM CLARK, M.A., Fellow of Trinity Hall, Cambridge, one of the authors of "Elphinstone, Norton, and Clark on Interpretation of Deeds," Barristers-at-Law. W. Maxwell & Son.

This work will not require any introduction to the readers of the SOLICITORS' JOURNAL, or, we venture to think, any very elaborate testimony to its merits. The articles "Concerning Searches" which appeared in these columns at the close of last year and the commencement of the present year were, we believe, generally recognized as supplying a want in legal literature, and affording in a terse and clear form information of great practical value to the conveyancer. The labour and research which were expended in the exploration of a subject in many parts previously almost untrodden have probably, however, hardly been appreciated; anyone who glances at the voluminous table of cases prefixed to the book will see that the reports and authorities from the earliest period have been ransacked, and the table of over 150 statutes will give some idea of the range of investigation in this direction.

The book, however, is not a mere republication of the articles; there are few pages which do not bear traces of careful revision, and advantage has been taken of the republication to add important matter on several branches of the subject. Thus the chapter on Crown Debts has been elaborated into a complete, but concise, treatise on this thorny subject; large additions have been made to the portions of the book relating to charges under Public Acts and charges under Local and Personal Acts, and the chapter on Local Registries has been considerably extended.

In the general mode of dealing with the subject, the book follows the plan adopted in the articles; in the case of each class of incumbrances the law is first stated and then practical rules and directions are given as to the searches which may be made, and in a concluding chapter the result of the book is summed up by a practical consideration of the searches usually made, as determined (1) by the estate or interest of the vendor or the status of the persons searched against, and (2) by the tenure or nature of the property; sections being added on searches on mortgages and searches at the Central Office. We think that this concluding chapter alone would be worth a great deal more to any solicitor or conveyancer than the price of the book. It gives in a terse and lucid, yet detailed and complete, form an answer to the question which practitioners have such frequent reason to ask with reference to the varying circumstances of transactions, What searches are usually made in practice?

Not content, however, with the practical help afforded by this chapter, the authors have prefixed to the book a "tabular guide to searches," printed, for easy reference, on paper of a different colour from the rest of the book. The reader will find here, in about five pages, a summary of the searches to be made under different circumstances, with a statement of the place of search and length of search, references being given to the page of the book at which more detailed information is to be found. The result is that the solicitor who is considering what searches should be made before the completion of any transaction relating to land, has only to run his eye over these five pages in order to obtain a satisfactory general guide to the searches required, and, on reference to the pages indicated, he will find full information on the subject. Throughout the book we find the same careful attention to ease of reference and clearness of arrangement; the chapters are broken up into sections and sub-sections, each headed in large type with a statement of its subject-matter, and as these headings are given at the commencement of each chapter, the reader has no difficulty, even without reference to the index, in finding his way to the subject he has in hand.

Upon a subject so extensive, and so obscure and complicated, as are some of the branches of the law of searches—and particularly upon the practical question of what are usual searches, upon which there is hardly any judicial authority—there is sure to be room for difference of opinion; and it is almost impossible to avoid an occasional oversight or inaccuracy. But, reading the book, as far as practicable, without prepossession, we find the points on which we should be disposed to raise a question

comparatively few and trivial. We think we may say that, considering the nature of the subject, the degree of accuracy attained is somewhat remarkable; and we may add with confidence that the book is as practical as it is erudite, and that it ought to find its way on to the table of every conveyancing solicitor.

### CONTRACTS.

THE LAW OF CONTRACTS. By J. T. CLARK HARE. Boston: Little, Brown, & Co.

Of recent years the subject of contracts has been perhaps more fully and ably expounded than any other branch of the law. None the less Dr. Clark Hare's book will deservedly gain a position of its own. At first sight it may seem to aim at too much. It contains a full account of the history and final development of contracts in Roman law; incidentally it describes very clearly the manner in which this law was made, and finally digested and declared; it considers the principles which regulate its modern application; it then passes to the discussion of the history of contracts in English law, attempting in particular a new explanation of the origin of the action of *assumpsit* and the doctrine of consideration; it deals generally with the principles of contract in English and American law; and, finally, as an example of these principles, it discusses fully the contract of sale. If a book of this kind is not the one to which a lawyer will first turn, it will prove of the greatest value to those who are interested in the theory of law as well as in its practice, and even upon practical grounds it will be useful to refer to the later chapters, in which many points that have recently come up for decision are considered, and both the American and English cases are exhaustively discussed.

The portion of the book which treats of the Roman law contains, as might be expected, little that is new on the subject. It is valuable, however, for the clear and interesting manner in which it connects the growth of the law with the increasing and varying needs of the peoples whom it affected, and the influence which the opinions of the juriconsults had upon it is explained perhaps more fully than in any previous work in the language. The perusal of the first hundred pages will amply repay any student of Roman law who wishes to gain a clear idea of contracts and legislation in that system.

In dealing with the history of contracts in England, the author enters upon a more difficult subject. The original actions of contract were covenant and debt. The former was purely formal and gained validity from the writing under seal. The latter only lay where there was an executed consideration, or, as it was called, a *quid pro quo*. Afterwards the case of a promise upon an executed consideration followed by malfeasance, or a negligent performance resulting in damage, was dealt with as a tort and was remedied under the Statute of Westminster 2 by an action of trespass on the case. The problem is to discover how the action of *assumpsit* was introduced for the case of such a promise followed by nonfeasance, and then for the case in which mutual promises are the consideration for each other. There is no doubt that it was originally an action of tort, and was brought to remedy some detriment sustained by the plaintiff. Dr. Clark Hare points out that this detriment became ultimately the consideration, and hence he explains the rule of the common law, that, in an action for breach of contract, the plaintiff must be the person from whom the consideration moves. As to the origin of the action, it is usually said to have been a development from trespass on the case when the allegation of an undertaking had become prominent enough to oust the trespass and substitute the *assumpsit*. But Dr. Clark Hare thinks he has found a more probable origin in another action under the Statute of Westminster 2—viz., deceit on the case. If by my promise I induce a man to act and so alter his position, my subsequent refusal to perform is more akin to deceit than to trespass. But if this was the idea of the early lawyers, it seems that deceit on the case was little used, and that, until *assumpsit* was fully established as an independent action, trespass on the case was the usual action both for malfeasance and nonfeasance.

We have seen that Dr. Clark Hare derives consideration from the detriment to the promisee which was necessary to found *assumpsit* as an action of tort. Though there is truth in this idea, it is probably not the whole truth, and, very opportunely for our purpose, we have strong additional light thrown upon the subject by Mr. J. W. Salmond's article on the "History of Contract" in the current number of the *Law Quarterly Review*. He there combats Mr. Justice Holmes' theory that consideration is a development of the *quid pro quo* in debt, and takes up the idea which Professor Pollock favours in his work on Contract, that it has come from the Roman law by way of chancery. The whole article is one of the ablest contributions we have had to this perplexing subject, and, in particular, the writer's theory of consideration is worked out with great clearness and supported by weighty reasons. The tendency of every system of contract law seems to be to dispense more and more with form and to rely upon the mere promise. This was carried to its full extent

in the canon law, by which mere promises were held to be binding. But, upon these, some check was necessary, and the lawyers re-introduced the Roman idea of *causa*, though with a somewhat different meaning. This *causa* it was which was adopted in equity when it began to take cognizance of contracts and particularly of covenants to stand seised. It had, however, a much wider meaning than our modern *consideration*, including valuable consideration, natural affection, legal obligation, and moral obligation; and although it has shrunk to its present limits, yet traces of all these remain in the law. But even if, as Mr. Salmond says, consideration in this sense in equity was in use before the *quid pro quo* of debt, yet it seems not improbable that, upon its transfer to common law, the well-known use of the idea of *quid pro quo* should have had much influence in reducing it to its modern dimensions. The actual transfer to common law and the rapid growth of *assumpsit* are accounted for by the desire of the common law courts to check the tendency which was appearing in equity to exercise jurisdiction over contracts. For this purpose they not only suffered the new action to grow, but also, now that mere promises were to be enforced, adopted the idea of consideration as a limit upon them.

With the remaining part of the book we have not space to deal, but, as we have already said, it will be useful to those who wish to know the latest decisions of American law and how these compare with the corresponding cases here. As an example, we may refer to the exhaustive manner in which the subject of contracts by post is dealt with in the chapter on Bilateral Contracts. Or, again, to the chapter on the Sale of Specific Goods, where the question of transfer of ownership is very clearly worked out, and, in particular, with regard to such substances as wheat, where a portion of a particular quantity is sold without actual separation. Throughout the book Dr. Clark Hare keeps clearly before the reader the fundamental distinction between the civil law and the common law. In the former the essence of a contract consists in the meeting of two minds for a common purpose; in the latter, the obligation rests upon the consideration, and, in the absence of this, the mere consent goes for nothing.

In conclusion, Dr. Clark Hare's book must be welcomed for its careful comparison of the two systems of law, for its skilful abstraction of principles, and for the application it makes of them to present circumstances. It is typical of the improved method which now characterizes all our better treatises.

#### TORTS.

ADDISON ON TORTS. A TREATISE ON WRONGS AND THEIR REMEDIES. By C. G. ADDISON, Esq. SIXTH EDITION. By HORACE SMITH, Barrister-at-Law, Recorder of Lincoln. Stevens & Sons.

Mr. Justice Cave brought the last edition of this standard work into excellent shape, and as his arrangement has been adopted by his successor, we have only to deal with the mode in which it has been developed and the changes in the law incorporated. Among the developments is a short chapter entitled "The Justification of Torts," which gives with commendable terseness the effect of the cases relating to the different modes in which a tort may be justified. We observe, by the way, in this chapter a note at p. 47, stating that "the setting of spring guns to shoot trespassers does not seem to be justifiable." Surely the words "without public notice" must have accidentally slipped out of this note. The bare effect of the alterations introduced by the Married Women's Property Act, 1882, and of the decisions thereon, is carefully given, but we miss any independent comment on the statutory provisions or decisions. Thus, *Seroka v. Kattenberg* (34 W. R. 542, 17 Q. B. D. 177)—perhaps the most doubtful of all the cases decided on the Act—is dismissed with the mere statement that "this section [*i.e.*, section 1, sub-section 2] has been held not to relieve the husband from his liability to be sued in respect of his wife's torts committed after marriage." We cannot speak in praise of the way in which the effect of the Bills of Sale Act, 1882, is stated. We are first of all told (p. 460) that "By the Amendment Act, 1882, every bill of sale must be duly attested and registered within seven days, otherwise it is void." Again, we are told, at p. 463, that "Every bill of sale executed after the 31st of October, 1882, must have annexed thereto or written thereon a schedule," &c.; and it is not until p. 464 that the reader is incidentally informed that the Act of 1882 does not apply to bills of sale given otherwise than by way of security for money. On the same page, after the statement that so much of section 10 of the Act of 1878 as provides for attestation by a solicitor is repealed, and "it is enacted [by the Act of 1882] that the execution of every bill of sale shall be attested by one or more credible witnesses," &c., but that the section of the Act of 1878 "is still to be considered," we are told that "non-compliance with this provision will not invalidate the bill of sale as between grantor and grantee. The reader will be very apt to take this observation as referring to the new provision made by the Act of 1882. The whole of the section relating to the Act of 1882 seems to need careful

recasting with a view to increased clearness. We are glad to add, however, that in most respects the edition has been satisfactorily edited. Throughout the book we have found the recent decisions up to the end of last year carefully and intelligently incorporated, and the index has been enlarged.

## CORRESPONDENCE.

### THE LAND TRANSFER BILL.

[To the Editor of the Solicitors' Journal.]

Sir,—My apology for addressing you on this subject is that I gather from the remarks contained in your notice of the Bill (appearing in the issue of the SOLICITORS' JOURNAL for the 9th ult.) that inquiry and discussion on the subject are invited.

It would seem very desirable that, if there are clauses in the Bill which are justly susceptible of opposite constructions, some movement should be made towards clearing up doubtful wording before the Bill passes into law, and as section 2 of the Bill appears to me to bear a different construction to that placed upon it in the notice, I venture to give my reasons for thinking so.

The portion of the notice in question to which I refer is sub-section (d.) on the compulsory clauses, and is headed, "*Is registration to remain compulsory?*"

It is submitted that registration of transfers is clearly intended to remain or continue compulsory. Section 2 of the Bill provides that "Her Majesty may, by Order in Council, from time to time, declare . . . that, on and after a day specified in the order, the registration of the transfer of land in the district is to be compulsory, and that, on and after that day, it shall be the duty of every person before selling, settling, or mortgaging land in the district to be registered as a proprietor of the land," &c. Now, in the first place, it is to be noticed that this section does not speak of registration of land, but of registration of the transfer of land, nor does it speak of the first registration of land referred to in section 4 of the Bill, and also referred to in the principal Act. It deals with the registration of the transfer of land, and it is submitted that it makes it compulsory on every person for ever after the date to be mentioned in the order, before selling, settling, or mortgaging land, to be registered as proprietor. Where is there any indication that this registration is to be confined to the first transfer only? It would seem *prima facie* to apply equally to all subsequent transfers. In fact, if it were confined to a registration preparatory to the first dealing with the land, there would be no compulsory registration of transfers at all.

If the construction suggested by me be correct, the result of section 2 will be to provide that every dealing with the land, whether it be by sale, settlement, or mortgage, shall be prefaced by a registration of the last dealing which took place—*i.e.*, the vendor, settlor, or mortgagor is to register preparatory to dealing with the property; but the purchaser, trustees of a settlement, or mortgagee are not bound to register on acquiring their respective interests in the property. The effect of this would be that no person would ever acquire an interest (except the mere right of enforcing a contract referred to in sub-section (a.) of section 2) except from a registered proprietor, and it is submitted that this is the intention of the Bill.

Section 3 supports this contention, inasmuch as it does not refer to a first sale of land by the court, but speaks generally of a sale by the court. Sections 4, 5, and 6 also appear to support the view of continuous compulsory registration.

If, however, this view is not correct, but the case be as suggested in the notice—namely, that, when a proprietor has been registered, section 2 has been exhaustively complied with, and that it is then open for the parties to continue *ad infinitum* a system of conveyancing by private deeds, protected by cautions, although it is true that, if care were taken, such a system might be quite as safe as, or safer than, the present system of conveyancing; still, it is submitted that, in addition to making conveyancing, in these instances, as complicated (after a few years had elapsed from the date of the one compulsory registration) as it is now, there would be added the necessity of searching for cautions from the date of the registration of the land up till completion, and the placing of a caution on the register after completion.

It may be that in many cases the advantage of keeping up a registered title would insure subsequent registration; but I would suggest that, in a great many instances, such as settlements, and possibly mortgages, there may be motives for avoiding registration, and that, after one or two transactions had taken place without registration, it might be infinitely less trouble for persons dealing with land, in the individual transactions concerning them, to simply place a caution on the register than to clear the title up to date, and thus each succeeding person would defer registration.

It is, therefore, submitted that, if the construction I have ventured to place on the Bill is not the true one, it would perhaps be



better if it were; that is, assuming that it is recognised as desirable that there should be a general system of registration of titles at all.

A. W.

[Our correspondent has omitted to observe the first words of clause 2 (a.) of the Bill.—ED. S. J.]

#### THE LAW SOCIETY MEETING.

[To the Editor of the Solicitors' Journal.]

Sir,—In your report of the last meeting of the Incorporated Law Society I see there is a mistake in the statement of what I said, which alters the whole sense of it.

I was alluding to the notice sent out by the council purporting to confirm certain resolutions passed at the previous meeting of the society with reference to the club. This notice did not contain, as it should, an accurate copy of the resolutions so passed and as recorded by you in the first February number of the SOLICITORS' JOURNAL. At that meeting, on the motion of Mr. G. B. Gregory, the words "of the club" were inserted in the resolution after the words "general meeting," because it might be thought that the resolution meant that no persons outside the society should be admitted members of the club without the sanction of a general meeting "of the society" instead of "of the club."

These words, "of the club," were left out of the confirmatory notice, and my contention was that the notice was, therefore, bad, and that it would be unfair to members of the society who were not present to pass a vote of which they had not had due notice, and which was not, in fact, confirmatory of what was done at a previous meeting. Your report makes me say "They" (the absent members) "might very reasonably imagine that the words 'of the club' should come in after the words 'general meeting,' because it was a notice of motion sent out by the society." The word "club" should be "society."

EDMUND KIMBER.

15, Walbrook, E.C., May 17.

#### CASES OF THE WEEK.

##### BARNETTES, HOARES, & CO. v. THE SOUTH LONDON TRAMWAY CO.—C. A. No. 1, 10th May.

PRINCIPAL AND AGENT—COMPANY—ASSIGNMENT OF MONEYS DUE BY COMPANY—REPRESENTATIONS OF SECRETARY—AUTHORITY.

On the 12th of January, 1883, Messrs. Green & Burleigh entered into a contract with the defendants for the construction of a portion of their line. By the contract the defendants were to pay 90 per cent. of the amount certified from time to time by their engineer, and to retain 10 per cent., the retention moneys not to be payable till after a six months' maintenance term (during which the contractors were to maintain the tramway works), which was to expire on the 21st of March, 1884. On the 2nd of November, 1883, Green & Burleigh gave the plaintiffs a charge for £2,000 upon the retention moneys, then in the hands of the defendants, in consideration of a loan for that amount. Notice of this charge was given to the secretary of the defendant company, who in reply wrote that they noted the charge upon the retention moneys then in their hands to the amount of £2,000, which they held to the plaintiffs' order, payable on the 21st of March next. In answer to an inquiry as to whether the £2,000 was free from any possible claim of the defendant company, or anyone else, the secretary on the same day wrote to the plaintiffs that the moneys they held represented retention moneys on contracts, and beyond the possible claims of the company upon the contractors to keep up their works for six months after the expiry of their contracts there was no further charge on the same. On the 21st of March, 1884, the plaintiffs demanded the £2,000 from the defendants, but they refused payment, except as to a small sum, on the ground that there was not sufficient moneys in their hands due to Green & Burleigh, either on the 2nd of November or subsequently, to meet the plaintiffs' claim. The plaintiffs contended that the defendants were estopped by their secretary's representations, and that they were therefore liable. Field, J., gave judgment for the defendants.

THE COURT dismissed the appeal. Lord Esher, M.R., said that the question was whether the court could, on the mere fact of a person being the secretary, hold that he was a person on whom the plaintiffs were entitled to rely as having the authority of his principal to answer the inquiries as he did. His lordship was content to repeat what he said in *Newlands v. The National Employers' Accident Association* (54 L. J. Q. B. 428): "A secretary is a mere servant; his position is that he is to do what he is told, and no person can assume that he has any authority to represent anything at all, nor can anyone assume that statements made by him are necessarily to be accepted as trustworthy without further inquiry." That being his view the appeal must fail. Fry, L.J., said that, in the absence of evidence that the secretary had authority to answer such questions, the court could not assume that it was within the scope of his duty to do so. Lopes, L.J., concurred. — COUNSEL, Charles, Q.C., and Pollard; Murphy, Q.C., and Blake Odgers. SOLICITORS, Doves & Sons; Wilkins, Blyth, & Dutton.

##### GAPP v. BOND—C. A. No. 1, 12th May.

BILL OF SALE—DUMB BARGE—EXCEPTION OF "ASSIGNMENT OF SHIP OR VESSEL"—BILLS OF SALE ACT, 1878 (41 & 42 VICT. c. 31) s. 4.

This was an interpleader issue to try the right to certain dumb barges seized by the defendant in execution and claimed by the plaintiff. One Lloyd Bond, who was the owner of the barges, assigned them to Westwood to secure an advance of £1,500, and Westwood, under a hiring agreement, let them to Lloyd Bond, by which, on payment of all the instalments, the barges became the absolute property of Lloyd Bond, with power to Westwood to take possession upon default in payment of any instalment. Westwood having threatened to take possession under the above power, the plaintiff paid Westwood the £1,500 and took over the security and re-let the barges to Lloyd Bond under a similar hiring agreement. The barges having been seized in execution of a judgment obtained by the defendant against Lloyd Bond, Mathew, J., on an interpleader issue, held that the plaintiff's security was a bill of sale, and was void for want of registration, and was not within the exception of section 4 of the Bills of Sale Act, 1878, taking "transfers and assignments of any ship or vessel or any share thereof" out of the operation of the Bills of Sale Act.

THE COURT OF APPEAL allowed the appeal. Lord Esher, M.R., said that the case of the *Union Bank of London v. Lemanon* (3 O. P. D. 243), shewed that the words in the exception were not confined to ships or vessels requiring registration under the Merchant Shipping Act, 1854. That limit being out of the question, a "ship" or a "vessel" must be what, in popular language, was called a ship or a vessel. A vessel could not include everything that floated on the sea; it could not include a raft or a Thames wherry. These barges, however, though not ships, were clearly vessels in the ordinary meaning of that term. The case, therefore, was within the exception, and the plaintiff's security was not affected by the Bills of Sale Act. Fry and Lopes, L.JJ., concurred. — COUNSEL, Kemp, Q.C., and Wheeler, Q.C.; Charles, Q.C., and H. Reed. SOLICITORS, Woodbridge & Sons; J. Wheatley.

##### PURSER v. THE WORTHING LOCAL BOARD—C. A. No. 1, 12th May.

RATING—"MARKET GARDEN"—LAND COVERED WITH GLASSHOUSES—PUBLIC HEALTH ACT, 1875 (38 & 39 VICT. c. 55), s. 211, sub-section 1 (b.).

This was a special case stated under 12 & 13 Vict. c. 45, s. 11. George Purser was a grower of fruit, vegetables, and flowers, carrying on business at Worthing, and describing himself as a "market gardener and nurseryman." Purser occupied a piece of land about one acre in extent, upon which were sixteen glasshouses or greenhouses of various sizes, substantially built with brick walls let into the ground, and used by him for the purposes of growing therein tomatoes, cucumbers, grapes, and other vegetables and flowers in the course of his business. Purser had been rated in respect of the glasshouses or greenhouses on their full net annual value. Purser appealed, and contended that he ought to be rated in respect of them at one-fourth only of their net annual value under section 211, sub-section 1 (b), of the Public Health Act, 1875, which provides that (*inter alia*) "the occupier of any land used as market gardens or nursery grounds shall be assessed in respect of the same in the proportion of one-fourth part only of the net annual value thereof." The Divisional Court (Day and Wills, JJ.) held that the land on which the glasshouses or greenhouses were erected was a "market garden," and allowed the appeal. The case is reported 35 W. R. 519. The Worthing Local Board appealed.

THE COURT dismissed the appeal. Lord Esher, M.R., said that the land in question was used, not as a pleasure garden, but as a market garden. It was used by the occupier for the purpose of utilising the soil so as to grow vegetables and other things for sale in his business. It was certainly not the less "land used as a market garden" because the land had glass over it. Fry and Lopes, L.JJ., concurred. — COUNSEL, Lumley Smith, Q.C., and English Harrison; Charles, Q.C., and A. Glen. SOLICITORS, John Hands, for W. F. Verrall, Worthing; Welford & Avery.

##### Re MORGAN, OWEN v. MORGAN—C. A. No. 2, 16th May.

R. S. C., 1883, XIX., 4, 27—STRIKING OUT EMBARRASSING PLEADING—INCONSISTENT ALTERNATIVE DEFENCES.

This was an appeal from a decision of North, J., (*ante*, p. 462). The question was whether the defendant was entitled to plead inconsistent alternative defences of fact. Rule 4 of order 19 provides that "every pleading shall contain, and contain only, a statement in a summary form of the material facts on which the party pleading relies for his claim or defence, as the case may be." In the present case the action was brought by the administrators of a wife against the executor of a husband, claiming payment out of the husband's estate of certain sums of money which the plaintiffs alleged that he had received on trust for her separate use. The defendant, by his statement of defence, denied that the husband had ever received the moneys in question, and said that, if he had received them, he had not received upon any trust. The defendant also alleged, in the alternative, that, if the moneys had been received by the husband, they had been repaid to the wife, or that she had made a gift of them to the husband. The defendant also pleaded accord and satisfaction, set off, the Statutes of Limitation, and delay. The plaintiffs asked that the defences of re-payment, gift, accord and satisfaction, and set off might be struck out under rule 27 of order 19, as being inconsistent with the others, and tending "to prejudice, embarrass, or delay the fair trial of the action." North, J., held that the defendant was not entitled to plead

inconsistent alternative defences of fact, and that the defence was embarrassing, but he gave the defendant leave to amend.

THE COURT OF APPEAL (LINDLEY and BOWEN, L.J.J.) reversed the decision. LINDLEY, L.J., said that North, J., had construed rule 4 too strictly, and as meaning that a defendant could never plead inconsistent alternative defences. The rule only meant that the defendant must state clearly the facts on which he intended to rely. He might intend to rely on different sets of facts as leading to different conclusions. An executor would very probably not know any of the facts, but he could not safely simply put the plaintiff to proof of his case, for he might then be prevented from relying on some defence at the trial because he had not pleaded it. An executor could hardly plead in any other way than this defendant had done—viz., by raising all the defences which were likely to arise, and then at the trial he would rely on the defence which he could prove. Nothing was more common in an action of debt in the Queen's Bench Division than for a defendant to plead "never indebted," "payment," and "set off." BOWEN, L.J., concurred. The order of North, J., was discharged, and it was ordered that the defendant should, within fourteen days after discovery of documents by the plaintiffs, either amend his defence, or give particulars of those defences which the plaintiffs asked to have struck out. The costs of this application in both courts to be costs in the action.—COUNSEL, *Aspland*, Q.C. and *Upjohn*; *Cosens-Hardy*, Q.C., and *B. Eyre*. SOLICITORS, *Morgan, Son, & Upjohn*; *Croney, Spencer, & Edwards*.

*Re HOBSON AND HOWES*—C. A. No. 2, 13th May.

MORTGAGEE—POWER OF SALE—EQUITABLE MORTGAGE—CONVEYANCE OF LEGAL ESTATE—CONVEYANCING ACT, 1881, s. 21.

This was an appeal from the decision of North, J. (*ante*, p. 254) the question being whether an equitable mortgagee by deed of freehold land, selling the mortgaged property under the power conferred by the Conveyancing Act, 1881, can convey the legal estate to the purchaser. Section 19 of the Act gives to a mortgagee, when the mortgage is made by deed, a power, when the mortgage-money has become due, to sell the mortgaged property, the power being given "to the like extent as if it had been in terms conferred by the mortgage deed, but not further." Section 20 imposes certain restrictions on the exercise of the power, and section 21 provides that "a mortgagee exercising the power of sale conferred by this Act shall have power by deed to convey the property sold, for such estate and interest therein as is the subject of the mortgage, freed from all estates, &c., to which the mortgage has priority, but subject to all estates, &c., which have priority to the mortgage, except that, in the case of copyhold or customary land, the legal right to admittance shall not pass by a deed under this section, unless the deed is sufficient otherwise by law, or is sufficient by custom, in that behalf." The corresponding section (section 15) of Lord Cranworth's Act (23 & 24 Vict. c. 145) empowered the person exercising the sale, by deed "to convey or assign to and vest in the purchaser the property sold, for all the estate and interest therein which the person who created the charge had power to dispose of, except that in the case of copyhold hereditaments the beneficial interests only shall be conveyed to and vested in the purchaser by such deed." North, J., held that the mortgagee could only convey the estate which he himself had.

THE COURT OF APPEAL (COTTON, LINDLEY, and BOWEN, L.J.J.) affirmed the decision. COTTON, L.J., said that section 21 gave the mortgagee power to convey that which was sold, and section 19 gave no power to sell the legal estate when the mortgagee had only an equitable estate. The language of section 21 differed from that of section 15 of the Act of 1860, and the difference was no doubt intentional. LINDLEY and BOWEN, L.J.J., concurred.—COUNSEL, *J. B. Porter*; *Inghen*. SOLICITORS, *O. G. Harman*, *R. Parker*.

*Re BUCKNALL'S GOLD ESTATE (LIM.)*—Kay, J., 14th May.

PRACTICE—COMPANY—RECTIFICATION OF REGISTER—MOTION.

This was a motion by a shareholder that his name might be removed from the list of shareholders of the company.

KAY, J., said that the application must go into the general list and be heard as an action, and that the same course must be followed in future with respect to similar applications.—COUNSEL, *Butcher*. SOLICITORS, *Harper & Batteock*.

*WEBSTER v. SOUTHEY*—Kay, J., 3rd, 4th, and 16th May.

MORTMAIN—LEASE—WORKHOUSE—CHARITABLE USE—CHURCHWARDENS AND OVERSEERS OF THE POOR—STATUTE OF LIMITATIONS—9 GEO. 1, c. 7, s. 4—9 GEO. 2, c. 36, s. 1—7 & 8 VICT. c. 101, s. 73.

By a deed of the 10th of March, 1747, Sir T. Webster granted a lease of one acre of land for 150 years from the 25th of March then next, at a rent of one shilling a year, if demanded, to several persons, including the Vicar of East Griestead, as a site for a workhouse for that parish. The land was not to be let or sold, but might be given up to the lessor, if not wanted, on his paying for the building. This deed was not enrolled under the Mortmain Act. The workhouse was built, but no rent was paid after 1776, and in 1862 the lessees sold the site and conveyed it, in fee simple, to the defendants. The plaintiff, who was admitted to be the successor in title of the lessor and entitled to the reversion, brought this action claiming one year's rent—viz., a shilling. The question was whether the lease was valid, so as to avoid the operation of the Statute of Limitations.

KAY, J., said that he had no doubt whatever that the lease was for charitable uses, and it failed to comply with the Mortmain Act in that

it was not enrolled, it did not take effect in possession, and there was a reservation in favour of the grantor. It was not saved by the provisions of 7 & 8 VICT. c. 101, s. 73, which only cured the want of enrolment. The Poor Law Act, 1722, s. 4, did not affect the Mortmain Act, except that it avoided the necessity of guardians of the poor obtaining a licence to hold land in mortmain. The grant to them must be in the form prescribed by the Mortmain Act. The lease was, therefore, void, *ab initio*, and the action must be dismissed, with costs.—COUNSEL, *Sir H. Davey*, Q.C.; *Ellon*, Q.C., and *Jemmett*; *Rigby*, Q.C., *Renshaw*, Q.C., and *F. Thompson*. SOLICITORS, *Hasties & Crawford*; *E. C. Adams Beck*.

BIRMINGHAM AND DISTRICT LAND CO. v. LONDON AND NORTH-WESTERN RAILWAY CO.—Chitty, J., 14th May.

R. S. C., 1883, XVI., 48, 50—PRACTICE—THIRD PARTY NOTICE.

In this case an application was made by the defendants under R. S. C., 1883, XVI., 48, for leave to issue a third party notice. A similar application had already been refused on the ground that the party sought to be joined was not a party against whom any right of indemnity was made out. Chitty, J.'s refusal was affirmed by the Appeal Court (35 W. R. 173, 34 Ch. D. 261). The defendants now alleged the execution, on the 1st of March, 1887, of a conveyance which altered the circumstances, and, accordingly, again applied for an order.

CHITTY, J., said that it was not necessary to decide whether the conveyance gave the right of indemnity alleged. The application was, in his judgment, made too late, and therefore failed. Such applications should, as a general rule, be made before the time limited for delivery of defence, and at the latest before the close of the pleadings.—COUNSEL, *Romer*, Q.C., and *Woodroffe*; *Ince*, Q.C., and *O. L. Clare*. SOLICITORS, *Robinson, Preston, & Stow*; *C. N. Mason*.

*Re H. T. RICHARDSON (DECEASED), SHULDHAM v. THE ROYAL NATIONAL LIFEBOAT INSTITUTION*—Chitty, J., 17th May.

CHARITY—CONDITIONAL BEQUEST—ABSOLUTE TRANSFER.

In this case the question arose as to whether the Royal National Lifeboat Institution was absolutely entitled to a transfer of a legacy of £10,000, bequeathed to it on condition of constructing and maintaining two lifeboats according to directions contained in the testator's will, and coupled with a gift over on non-compliance. *Attorney-General v. Christ's Hospital* (1 Russ. & M. 626) and *Re Conington's Will* (8 W. R. 444) were referred to, and it was admitted, on behalf of the institution, that as it accepted the gift it had also accepted an obligation in the nature of a trust.

CHITTY, J., said that there were cases in which such conditions had been held to be trusts. He was of opinion that that was so in the present case. He made an order as asked.—COUNSEL, *Romer*, Q.C., and *L. Field*; *Vaughan Hawkins*. SOLICITORS, *Peacock & Goddard*, for *Capron & Sparkes*, *Guildford*; *Clayton, Sons, & Fergus*.

*Re J. H. BIEGEL'S TRADE-MARK*—Chitty, J., 6th May.

TRADE-MARK—RECTIFICATION OF REGISTER—SIMILARITY OF MARK—COLOUR—PATENTS, &c., ACT, 1883, s. 67.

This was a motion by Messrs. Younger & Co., brewers, of Edinburgh, to strike out from the register of trade-marks a mark registered by J. H. Biegel, of Amsterdam, a shipper of Pilsen beer, on the ground that such mark so closely resembled the applicants' mark as to be calculated to deceive. The applicants had used their mark for ale and stout for twenty years, and registered it in March, 1886, in class 43 for fermented liquors. The respondent had also registered in class 43 in September, 1886, for bottled beer, the mark complained of. Both marks consisted of fanciful arrangements of triangles, but such arrangements differed, the applicants' triangles being two placed on a third, and the respondent's being three triangles interlaced, and in the centre of the applicants' mark was a blank space, but the space in the centre of the respondent's mark contained a stag's head. It was submitted by the respondent that there was no resemblance between the two marks as actually used, and that the right time for interference by the court was when a case of imitation was made out against the respondent of colouring, &c., his mark so as to resemble the applicants' mark. The applicants, however, relied on *Re Worthington's Trade-Mark* (28 W. R. 749, 14 Ch. D. 8).

CHITTY, J., said that, in respect of the triangular arrangements, he held that there was such a resemblance as was calculated to deceive when the nature of the marks was considered and the way they were used, by being affixed to bottles, and especially because neither the applicants' nor the respondent's mark was registered so as to be confined to any particular colours. Under the provisions of the Patents, &c., Act of 1883, the respondent was not bound to use his mark in any particular colour, but he could retain the outline of his mark, and could colour it in any way he thought fit, provided that he did not entirely obliterate it. When the marks in the present case were compared with those in issue in *Re Worthington's Trade-Mark*, the resemblance between the two cases was very striking; and the present case, therefore, fell within the principle enunciated in the case cited, that when the use the mark might be put to, by being coloured, was considered, it would be calculated to deceive. He, therefore, should make an order, with costs, as asked, for rectification of the register by expunging therefrom so much of the respondent's mark as consisted of a triangular arrangement.—COUNSEL, *Romer*, Q.C., and *J. Oulter*; *Maclean*, Q.C., and *Whinney*. SOLICITORS, *Mackenna & Co.*; *Linklater & Co.*



**Re JACOB'S SETTLEMENT TRUSTS—North, J., 14th May.**

TRUSTEE ACT, 1850, s. 25—DEATH OF SURVIVING TRUSTEE WITHOUT PERSONAL REPRESENTATIVE—APPOINTMENT OF SOLE BENEFICIARY AS TRUSTEE.

This was a petition under the Trustee Act. A sum of stock stood in the names of the two trustees of a settlement. Both the trustees were dead, and there was no personal representative of the survivor. The petitioner had, under the trusts of the settlement, become absolutely beneficially entitled to the fund. Section 25 of the Trustee Act, 1850, provides that "when any stock shall be standing in the sole name of a deceased person, and his or her personal representative shall be out of the jurisdiction of the Court of Chancery, or cannot be found, . . . it shall be lawful for the Court of Chancery to make an order vesting the right to transfer such stock, or to receive the dividends or income thereof, in any person or persons whom the said court may appoint."

NORTH, J., following *Re Dixon's Trusts* (21 W. R. 220), held that he could not, under that section, vest the right to transfer the stock in anyone but a trustee of the settlement. He accordingly appointed the petitioner to be sole trustee, and vested the right to transfer in him.—COUNSEL, J. F. Waggett. SOLICITORS, Guscotte, Wadham, & Day.

**SMYTH v. ADAMS—North, J., 14th May.**

R. S. C., 1883, XXVII., 11—MOTION FOR JUDGMENT IN DEFAULT OF PLEADING—DELIVERY OF DEFENCE AFTER SERVICE OF NOTICE OF MOTION.

In this case, the defendant not having delivered a statement of defence within the time limited for the purpose, the plaintiff set down the action upon motion for judgment. After this had been done, but before the motion came on for hearing, the defendant delivered a defence and counter-claim, and on the hearing of the motion (as a short cause) the defendant appeared by counsel. The plaintiff's counsel admitted, on the authority of *Gill v. Woodfin* (32 W. R. 393, 25 Ch. D. 707) that, though the statement of defence had been delivered after the proper time, it could not be treated as a nullity, and that the plaintiff was not entitled to judgment for default of pleading, but he asked that the notice of motion might be amended, and that judgment might be given for the plaintiff on admissions in the defence.

NORTH, J., having looked at the defence, said that he could not treat it as sufficient admission of the plaintiff's case, especially as there was a counter-claim. The plaintiff must proceed in the ordinary way, but the defendant must pay the costs of the motion in any event.—COUNSEL, *Marvey*; F. W. Heather. SOLICITORS, Blyth; W. & W. Ross Davies & Co.

**THE SHORTHORN DAIRY CO. (LIM.) v. HALL—Stirling, J., 15th and 16th May.**

RESTRAINT OF TRADE—CONSTRUCTION OF COVENANT—"CARRYING ON BUSINESS"—COMPANY IN LIQUIDATION.

By a purchase agreement, dated the 17th of February, 1881, under which the plaintiff company purchased their business from the defendant, the defendant covenanted that he would not, so long as the company should, carry on within 100 miles of London the business of a dairy farmer or assist as principal or servant in any such business. The defendant, who was formerly the managing director of the defendant company, had lately become chairman of a rival company—namely, the Home Counties Dairy Supply Association (Lim.). The plaintiff company had recently been ordered to be wound up under the direction of the court, and a liquidator had been appointed. The plaintiff company now moved to restrain the defendant from holding the office of chairman, director, or any other office in or under the Home Counties Dairy Supply Association (Lim.). The motion was resisted by the defendant upon the ground (among others) that, under the circumstances, the company had ceased to carry on its business, and consequently that the covenant was not now operative.

STIRLING, J., said that the question was one of fact whether the company were now carrying on their business. The business was being carried on by an officer of the court with a view to its sale as a going concern. That was not a carrying on of the business by the company. There had, therefore, been no breach of the covenant, and the motion must be refused.—COUNSEL, *Hastings*, Q.C., and *Daniel Jones*; *Buckley*, Q.C., and *Dunkon*. SOLICITORS, *Allen & Edwards*; *Crosby, Son, & Turry*.

**THE DUKE OF NORTHUMBERLAND v. BOWMAN—Kekewich, J., 6th May.**

COVENANT—BEERHOUSE—ACQUIESCENCE.

This was an action to restrain the breach of a covenant that the houses erected on a certain piece of land "should not be used or occupied, either in whole or in part, as public-houses or beerhouses, nor as shops for the sale, whether by wholesale or retail, of wine, ale, or spirituous liquors, except with the permission in writing of the plaintiff, his heirs, or assigns." The breach was not denied; the sole question being whether there had been acquiescence on the plaintiff's part. In 1875 the lot upon which the house held by the defendant was built was sold to her predecessor in title. In 1882 a butcher, under some agreement, got possession of the premises, and on the 23rd of August, 1884, obtained an off licence. The defendant was at this time carrying on business as an hotel-keeper in the neighbourhood, and complained to the duke's agent about the grant of the licence. On the 25th of August, 1884, the agent wrote to the clerk to the justices, complaining of the grant of the licence, but took no further step at that time. On the 10th of September, 1884, the defendant, without informing the duke's agent about her intention, purchased the house and the off licence, and took a conveyance which disclosed the covenant. In

August, 1885, the defendant obtained from the justices a renewal of the licence. A petition was presented by some of the neighbours complaining of the breach, and on the 23rd of August, 1885, proceedings were ordered to be taken to restrain the defendant.

KEKEWICH, J., said there was in this case no question of fact except this, whether there had been acquiescence on the plaintiff's part such as would prevent him from claiming an injunction. It was common ground that there was a restrictive covenant which had been broken, and that the defendant took the property with actual notice of the covenant. The principles guiding the court in cases where acquiescence is set up were laid down in the old authority of the *Duke of Leeds v. Amherst* (3 Ph. 123). "Acquiescence is not the term which ought to be used. If a party, having a right, stands by and sees another dealing with the property in a manner inconsistent with that right, and makes no objection while the act is in progress, he cannot afterwards complain. That is the proper sense of the word acquiescence. The defence, therefore, which is really intended to be set up is not acquiescence, but release or abandonment of the party's right." This was indorsed in the cases of *Hogg v. Scott* (18 Eq. 444), and *De Busche v. Alt* (8 Ch. D. 286). The Vice-Chancellor in the former case said: "The omission to take any proceedings at law or in equity for a time does not in itself appear to me an encouragement to the defendant amounting to an equitable bar in this court." There was also a passage to the same effect in the second of the above cited cases. *Sayers v. Collyer* (28 Ch. D. 103) was clearly distinguishable. The defendant knew of the first breach of the covenant and had herself endeavoured to prevent it, but then bought up the property without again communicating in any way with the Duke. The delay from August, 1884, to October, 1885, when notice had been given complaining of the defendant's acts, was not such as to prevent the plaintiff from now insisting on an injunction, since the Duke had never, according to the requirements of Lord Oottenham's definition, stood by so as to assent to what was done.—COUNSEL, *Barber*, Q.C., and *Fate Lee*; *Seward Brice* and *A. A. Baker*. SOLICITORS, *Bell, Stewards, & May*; *T. Cray for Diz & Warlow*, Newcastle-upon-Tyne.

**BANKRUPTCY CASES.**

Ex parte THE OFFICIAL RECEIVER, Re GOULD—C. A. No. 1, 6th May.

BANKRUPTCY—ADMINISTRATION OF ESTATE OF DECEASED INSOLVENT—JURISDICTION TO AVOID VOLUNTARY SETTLEMENT—BANKRUPTCY ACT, 1883, ss. 47, 125.

This was an appeal from a decision of Cave, J. (35 W. R. 458), the question being whether section 47 of the Bankruptcy Act, 1883, which makes void under certain circumstances, as against the trustee in a bankruptcy, voluntary settlements executed by the bankrupt, applies in the administration of the estate of a deceased insolvent under section 125 of the Act. A debtor died insolvent, and an action to administer his estate was commenced in the Chancery Division. On the application of a creditor, an order was made transferring the proceedings to the Court of Bankruptcy, and that court made an order for the administration of the estate. The official receiver applied to the court for an order declaring void as against him a post-nuptial settlement which the debtor had executed. Cave, J., dismissed the application, on the ground that section 47 did not apply to an administration under section 125.

THE COURT OF APPEAL (Lord Esher, M.R., and FAY and LOPEZ, L.JJ.), affirmed the decision. Lord Esher, M.R., said that he agreed with every reason given by Cave, J., for his conclusion. What was the estate with which section 125 was dealing? Was it merely the estate of the deceased debtor, or did it include also property of other persons? In a bankruptcy that which passed to the trustee was the "property of the bankrupt." The law of bankruptcy, under certain circumstances, dealt with the property of other persons as well as that of the bankrupt, but the power to do so was conferred in plain terms. It had been pointed out to the Legislature by the decisions upon section 10 of the Judicature Act, 1875, that, if at any time they intended in such statutes as these that the estates of other persons should be dealt with, besides the estate which was the main subject of the legislation, they should say so in plain terms, otherwise the legal effect would be that their legislation would not extend beyond the estate which was being administered. In the bankruptcy part of this Act the Legislature, when they wished to deal with the property of third persons, had said so distinctly; but when they came to deal with the estates of deceased debtors they deliberately left out the words necessary for that purpose, and in every clause of section 125 confined the subject-matter carefully to the estate of the deceased debtor. Under subsection 6 of section 125, the provisions of Part III. of the Act, relating to the administration of the property of a bankrupt, were to apply to an administration order under section 125, "So far as the same are applicable." Section 47 would apply, not to the property of the deceased debtor, but to the property of the trustees of the settlement—i.e., to the property of third persons. Therefore the provisions of section 47 were not applicable. FAY and LOPEZ, L.JJ., concurred.

The counsel for the official receiver asked for leave to appeal to the House of Lords, but the court refused the application.—COUNSEL, *Bigham*, Q.C., *Muir Mackenzie*, and *A. G. Macintyre*; *Winslow*, Q.C., and *Fate Lee*. SOLICITORS, *Smiles, Binyon, & Ollard*; *Roopers & Whately*.

**CASES AFFECTING SOLICITORS.**

Re T. C. & J. F. KELLOCK (SOLICITORS)—Stirling, J., 17th May.

SOLICITOR—TAXATION—WITHDRAWAL OF BILL OF COSTS REFUSED.

This was a petition, on behalf of the trustees for sale of the Bulford

Estate, praying a reference to the taxing master to tax a bill of costs. The Bulford Estate was subject to a mortgage for £18,500 and interest. Messrs. Pickett & Mytton, the solicitors to the trustees for sale of the Bulford Estate, inquired of Messrs. Kellock, the solicitors of the mortgagees, whether, upon a contemplated sale, their clients would allow the above sum to remain, and allow the purchasers to inspect the title-deeds of the estate. Messrs. Kellock, after communicating with their clients, assented to the money remaining, and offered facilities for the inspection required. The Bulford Estate was subsequently sold, as proposed, and the title-deeds duly inspected, and Messrs. Kellock, before and after the sale, rendered other services for which they were entitled to be paid. Messrs. Pickett & Mytton undertook to pay these charges. The evidence was that, when the purchase was about to be completed, the purchasers required that the law charges due to the mortgagees should be paid by the vendors, the trustees for sale; whereupon, on the 17th of March, 1887, Messrs. Pickett & Mytton sent Messrs. Kellock this telegram:—"Please send us any costs you have against us in Bulford's Estate." Correspondence ensued to the following effect:

"Kellocks to Pickett & Mytton.—17th March, 1887.—Letter.

"Having received your telegram this evening we presume you wish to have our costs at once. They are not drafted yet, so we write to know if you require details, or whether you will be satisfied with a general statement and lump sum. If the latter is acceptable we are prepared to name a figure. Having regard to the amount of mortgage, the work done, and our client's accession to your proposal to allow the money to remain on the security to facilitate a sale of the estate, we consider that we are entitled to at least 100 guineas. Let us have your views by return."

"Pickett & Mytton to Kellocks.—Telegram.

"Acting for trustees we must have details. Please send same as soon as possible."

"Kellocks to Pickett & Mytton.—22nd March, 1887.

"We now send you our costs, which, considering the importance of the matter, there ought not to be any demur about paying. If further details are required we must furnish them, but as you are aware of all that has passed, we do not expect you will have occasion to ask for them."

"Pickett & Mytton to Kellocks.—March 23rd, 1887.

"We have received your letter and the bill of costs which accompanies it. We feel that [our views] as to what you are entitled to charge vary so hopelessly from yours, that discussion upon the subject would be fruitless. We will, therefore, carry your costs in for taxation in the usual way."

"Kellocks to Pickett & Mytton.—24th March, 1887.

"If it is your intention to carry our costs in for taxation without any attempt on your part to settle the amount, we must, of course, instruct some solicitor in London to attend on our behalf to produce the papers, and explain the nature of the case. We must admit we did not anticipate the course you have indicated."

"Morse, Hewitt, & Farman (on behalf of Kellocks) to Pickett & Mytton.—29th March, 1887.

"We are instructed by Messrs. Kellock herein. On their behalf we must intimate that, unless your firm is personally liable to pay the costs (upon which point we are not instructed), we contend that no bill has been delivered to the persons liable to pay, and give you notice that a proper bill shall be prepared and sent in. Our clients think you are not dealing fairly with them in the matter, and, considering the large amount of work done by them, their charges are, in our view, very reasonable. We understand, further, you decline to specify your objections to any part of the rough bill, which was completed in a great hurry in order to help you as much as possible, and in compliance with your telegram of the 17th and 18th inst." The bill of costs above mentioned was headed "The Trustees of Mr. and Mrs. H. H. Lee's Settlement," [the mortgagees] Account of costs and expenses of Messrs. Kellock . . . in connection with the mortgage for £18,500 upon, and the sale of, the Bulford Estate." It was objected, on the part of the respondents, Messrs. Kellock:—(1) that the delivery to the solicitors of the mortgagors, instead of to the mortgagors themselves, was improper, and that, therefore, the bill could be withdrawn; (2) that no bill had been delivered to the mortgagees, and that the petitioners, who were only third parties, could only tax a bill or copy of a bill so delivered; (3) that the alleged bill of costs was not intended as a bill of costs; (4) that the application should have been by summons and not by petition.

STIRLING, J., held (1) that Messrs. Pickett & Mytton were acting, under the circumstances, in the scope of their employment in requiring a bill of costs to be sent, and a bill delivered to them could not be withdrawn; (2) that this objection failed—first, because Messrs. Pickett & Mytton had become persons liable to pay the bill under their undertaking, and, secondly, that delivery of the bill to the mortgagees was not necessary; (3) that the bill delivered was a bill of costs, and as to further details they could be given on the taxation; (4) that it was true that, under R. S. C., 1883, LV. 2 (15), the special application, which was here necessary, ought to have been by summons and not by petition; but, acting under ord. 70, r. 1, his lordship allowed the petitioners the same costs as of a summons adjourned into court.—COUNSEL, *Harris Lea*; *Graham Hastings*, Q.C.; and *Eustace Smith*. SOLICITORS, *Pickett & Mytton*; *Morse, Hewitt, & Farman*.

FORD v. THE INCORPORATED LAW SOCIETY—Stirling, J., 18th May.

LAW SOCIETY CLUB—MOTION TO RESTRAIN INCORPORATED LAW SOCIETY FROM ALLOWING PERSONS, NOT MEMBERS OF THE SOCIETY, TO BECOME MEMBERS OF THE CLUB.

This was a motion by the plaintiff, on behalf of himself and all others the members of the society of attorneys, solicitors, proctors, and others,

not being barristers, practising in the courts of law and equity of the United Kingdom (commonly known as "The Incorporated Law Society"), except eight of such members who were defendants, for an *interim* injunction to restrain the defendants (being the society and such eight members who were eight out of the thirty-nine members of the council) from confirming a resolution passed at a meeting of the society on the 28th of January, 1887, or, in the alternative, from permitting the Law Society Club, or the committee thereof, to elect as a member, honorary or otherwise, of the club any person not being a member of the society. The material facts were as follows:—By the charter of the Incorporated Law Society in 1845, the capital, possessions, and income of the society applicable for its general purposes, were directed to be applied in "promoting professional improvement and facilitating the acquisition of legal knowledge," and the society was (among other things) empowered to make bye-laws, fixing the conditions and the manner upon and in which persons being eligible for membership, but not residing in England, should be admitted to the rooms of the society and to alter such bye-laws. And the council might, by their bye-laws, appropriate such part of the society's buildings as they should think fit as club-rooms, subject to such regulations as the council should approve. During the whole time of the society's existence there had been a club in connection with it, which had occupied part of its premises. Down to 1884 this club consisted exclusively of members of the defendant society. In 1884 the club was dissolved, and a new one, which is the present Law Society Club, was formed. Resolutions were passed at that time by the defendant society that the council should take possession of the premises to be vacated by the old club, and permit them to be used by the members of the new club; and regulations were made providing that the new club should be confined to members of the society, and that no alteration should be made in such last mentioned rule except in pursuance of a resolution passed by and confirmed at the general meeting of the society. Since then the club had consisted entirely of members of the society, and they had been permitted to use certain rooms on the society's premises. On January 28 last a resolution was passed that "the committee" of the Law Society's Club "shall have power, subject to the approbation of a majority of the members voting at a general meeting specially called for the purpose, to elect as honorary members any person not being a member of the Incorporated Law Society, but that the number of such honorary members shall not at any time exceed twenty." This was the resolution against which the present motion was directed. By the writ in the action the plaintiff claimed a declaration that the proposed permission to the club to elect members who were not members of the society was *ultra vires*.

STIRLING, J., said that the plaintiff did not by his notice of motion seek to prevent the Law Society Club from using the rooms of the society in pursuance of the resolution in that behalf, which, inasmuch as it would have been equivalent to an order for ejectment, the court would not have done on an interlocutory application, but the relief which he asked was confined to the resolution of January 28. Interference by the court with the enjoyment of the rooms by the club being out of the question, could it be said that the admission of a certain number of additional members as proposed was such an infringement of the constitution of the society as to call for the interference of the court? His lordship thought it was not. If the existing members of the club were "promoting professional improvement and facilitating the acquisition of legal knowledge," which it must be assumed that they were doing, his lordship did not see why a few additional members could not contribute to the same object. Nor was it possible to say that they could not do so because the new members were not members of, or eligible for membership of, the Law Society, for it was not suggested that legal knowledge was confined to persons who satisfied that condition. The motion was refused.—COUNSEL, *Gazdar*; *Hastings*, Q.C.; and *Joyce*. SOLICITORS, *Coldicott & Son*; *E. W. Williamson*.

Re W. M. PYBUS (A SOLICITOR)—Chitty, J., 16th May.

SOLICITOR AND CLIENT—COSTS—THE SOLICITORS' REMUNERATION ACT, 1881, GENERAL ORDER, SCHED. I., PART I.—PROCURATION FEE—TAXATION AFTER TWELVE MONTHS UNDER SPECIAL CIRCUMSTANCES—ATTORNEYS AND SOLICITORS ACT, 1843, s. 37.

On the 9th of July, 1885, Mr. W. M. Pybus, a solicitor, who had been employed by his client to raise certain moneys for him upon mortgages, sent to his client a cheque for the balance of the mortgage-money, and also an account shewing how such balance was arrived at, and also his bill of costs, the amount of which he had deducted. The client complained of the amount of the bill, and some correspondence ensued with reference thereto. Mr. Pybus offered to deduct £1 12s. 8d., and sent his client a cheque for that amount, which the client, however, refused to accept in settlement, although he retained and cashed the cheque. The client instructed Mr. Pybus to have the bill taxed, but he took no steps for doing so, though still acting as his solicitor in other matters. On the 23rd of July, 1886, the client instructed another solicitor to get the bill taxed, who on the 31st of July, 1886, issued a summons for taxation. The main objections to the bill were that the solicitor, though acting only for the mortgagor, had charged his client procuration fees according to the scale allowed to the mortgagee's solicitor, though he had himself paid such fees to the mortgagee's solicitors, and that he had charged such fees as scale charges. A further objection was taken to one item in which the scale charge was made for deducting title, perusing and completing mortgage, although no abstract was in fact delivered.

CHITTY, J., directed the bill to be taxed, as he thought that charging a scale charge, which in fact did not exist, was overcharge within the rule established by the cases, and he also thought that



the fact that the solicitor had not taken steps to have the bill taxed when directed to do so was a special circumstance which would take the case out of the rule, although the bill had been delivered over twelve months.—*COUNSELL, R. F. Norton; F. H. Colt. SOLICITORS, Patison, Wigg, & Co.; Nash, Field, & Withers.*

## LEGAL NEWS.

## OBITUARY.

Sir WILLIAM YOUNG, late Chief Justice of Nova Scotia, died about a week ago at the age of eighty-eight. Sir W. Young was the son of Mr. John Young, of Falkirk, and was born in 1799. He was educated at the University of Glasgow. He was called to the bar in Nova Scotia in 1826, and he became a Queen's Counsel for that colony in 1843. He was for many years a member of the Nova Scotian Parliament, of which body he was Speaker from 1843 till 1854. He was Attorney-General of Nova Scotia from 1854 till 1859, and he became Chief Justice in 1860, and Judge of the Court of Admiralty in 1864. He received the honour of knighthood in 1869, and he retired from the bench in 1881. Sir W. Young was married to the daughter of Mr. Michael Tobin, of Halifax.

Mr. JOHN ARTHUR DEANE, solicitor, Town Clerk of Batley, died at Bournemouth on the 8th inst., after a somewhat long illness. Mr. Deane was admitted a solicitor in 1871, having served his articles with his father, whom he succeeded as Town Clerk of Batley. He was also clerk to the borough magistrates, and after the passing of the Bankruptcy Act, 1883, he was appointed official receiver in bankruptcy for the Dewsbury District. Mr. Deane was a perpetual commissioner for the West Riding of Yorkshire. He was, at the time of his death, associated in partnership with his younger brother, Mr. Edgar Ernest Deane.

Sir JOHN PETER DE GEX, Q.C., died suddenly at his residence, 30, Hyde-park-square, on the 14th inst., at the age of seventy-eight. Sir J. De Gex was the eldest son of Mr. John De Gex, and was born in 1809. He was formerly fellow of Jesus College, Cambridge, where he graduated as a wrangler in 1831. He was called to the bar at Lincoln's-inn in Hilary Term, 1835, and he practised for many years in the Court of Chancery and in the Court of Bankruptcy. He will be remembered as one of the old school of authorized reporters, his name extending through a long series of equity reports. In 1865 he received a silk gown from Lord Westbury, and after his promotion he appeared chiefly in bankruptcy appeals, but he relinquished his practice a few years ago. He was a bencher of Lincoln's-inn, of which society he was treasurer in 1882, and in that capacity he received the honour of Knighthood on the opening by the Queen of the Royal Courts of Justice. Sir J. De Gex was an honorary fellow of Jesus College, Cambridge. He was married to the eldest daughter of Sir John Henry Briggs.

## APPOINTMENTS.

Mr. PETER DE LANDE LONG, solicitor (of the firm of Monckton, Long, & Gardiner), of 17, Lincoln's-inn-fields, has been appointed Solicitor to the Foundling Hospital. Mr. Long was admitted a solicitor in 1858.

Mr. ARTHUR WILLIAM PEARCE, solicitor, of Southampton, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. JAMES HENRY KEMM, solicitor (of the firm of Robins, Cameron, & Kemm), of Gresham House, Old Broad-street, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. FRANK HOLYOAKE, solicitor, of Droitwich and Bromsgrove, has been appointed Clerk to the Stoke Prior School Board. Mr. Holyoake was admitted a solicitor in 1878.

Mr. JOSIAH SADLER EMPSON, solicitor, of North Walsham, has been appointed Clerk to the Preston United District School Board. Mr. Empson is clerk to the North Walsham Local Board, and clerk to the county magistrates and the Commissioners of Taxes at that place. He was admitted a solicitor in 1869.

Mr. EDMUND TALBOT PALMER, solicitor, of Portsmouth, Portsea, Southsea, and Gosport, has been appointed Clerk to the Alverstoke Local Board. Mr. Palmer was admitted a solicitor in 1879.

Mr. TURNER COLLIN, solicitor, of Saffron Walden, has been appointed Clerk to the Commissioners of Taxes for the Walden Division of Essex and for the Linton Division of Cambridgeshire on the resignation of his father, Mr. Joseph Thomas Collin. Mr. T. Collin is an M.A. of Trinity College, Cambridge. He was admitted a solicitor in 1877. He is a registrar of the Saffron County Court, and clerk to the magistrates for the Walden Division and to the Linton Board of Guardians.

Mr. ARTHUR COOK COOLE, solicitor, of Horsham and Crawley, has been appointed Clerk to the Horsham Board of Guardians, Assessment Committee, School Attendance Committee, and Rural Sanitary Authority. Mr. Coole was admitted a solicitor in 1872.

Mr. WILLIAM HENRY HYNDMAN JONES, barrister, has been appointed a Member of the Executive Council of the Island of Granada. Mr. Jones was called to the bar at Lincoln's-inn in July, 1878. He has been for some time Stipendiary Magistrate for the Island of Lucia.

## PARTNERSHIP DISSOLVED.

WILLIAM EDWOOD SHIRLEY and HENRY EDWARD DONNER, Scarborough, solicitors. May 12. [Gazette, May 17.]

## GENERAL.

It is stated that the Archbishop of York has submitted to Mr. Arthur Charles, Q.C., a case on the pew question at St. Mary's Church, Beverley, and that Mr. Charles has furnished a written opinion, in which he says:—"The churchwardens have no legal right to maintain that they are parish officers only. There is abundant authority that they are the officers of the ordinary, authority from a very early period until the present time, especially with regard to the ordering of seats in church." On the second point Mr. Charles says:—"In the event of a different direction being given by the vestry and the ordinary as to the arrangement of seats, I think the churchwardens must obey the direction of the ordinary. If they were to disobey it they would be guilty of an ecclesiastical offence. It is to be noticed that there seems to be no direct authority that the bishop, acting himself and not through the medium of his court, has the power to issue general orders to the churchwardens; but it appears to follow from the various cases above referred to that he may do so." Mr. Charles adds on a third point:—"Churchwardens ought all to act together, but I think the majority can act in opposition to the minority in doing an act in itself lawful."

At the Liverpool Assizes on the 13th inst. a case of *Snow v. Etty* came before the court. Mr. French, for the plaintiff, said the action was brought by Mr. Thomas Snow, a chancery barrister, of Liverpool, for libel, against Mr. Thomas Etty, a solicitor practising in the same town. The libel was contained in the statement that Mr. Snow or his clerk had altered a brief after the hearing of a case before the Vice-Chancellor. Mr. Snow was bound to meet the charge as a man of honour and a barrister, and though unwilling, as a professional man, to go into court in a case of this kind, he had no alternative but to bring the action. He (Mr. French) was glad to say that, upon referring to the registrar of the Court of Chancery, and upon his producing the official bill of costs, Mr. Etty found he was absolutely mistaken in the charge he made, and he now unreservedly withdrew it, expressing regret for having made it under a misapprehension. Mr. Addison was prepared to go further and say that Mr. Etty never intended at any time to make any imputation against Mr. Snow, and upon that Mr. Snow would not, under the circumstances, have taken money from Mr. Etty in such a case. He was content to take judgment for the plaintiff with costs. Mr. Addison said Mr. Etty would desire not merely to apologise if what he said had been misconceived, but to say that he never intended to cast the smallest reflection on the personal conduct of Mr. Snow, or to suggest anything more than an excess of zeal on the part of Mr. Snow's clerk. Mr. Justice Wills said the imputation was a most serious one. What was suggested was that Mr. Snow had received a brief marked ten guineas, and that in his chambers it was altered to fifteen guineas. Such an imputation could not be allowed to pass. He was glad that the result was not one of compromise, because the circumstances would not warrant Mr. Snow accepting any result which did not carry costs. He trusted the result of the case would satisfy everyone who read or heard of it that Mr. Snow's character had been completely set right by his action.

On the 18th inst., at Nottingham, Anthony Bush was summoned for having falsely and wilfully pretended to be a solicitor in Nottingham on the 31st of March and the 1st of April, 1887, not being qualified to do so. Mr. Williams (Hunt & Williams) appeared to prosecute on behalf of the Incorporated Law Society, and Mr. J. F. Ward was for the defendant, on whose behalf he pleaded guilty. Mr. Williams remarked that the defendant was charged with a breach of section 12 of the Solicitors Act, the penalty for an offence under that section being £8. The defendant was an accountant, and, in connection with his work, had dealings with medical men in Nottingham, being employed in collecting their debts. On the 31st of March defendant wrote the following letter to a gentleman whose name he need not mention:—"43, Portland-road, Nottingham.—Dr. F. Howitt v. Yourself.—Sir, I am under the necessity of informing you that, unless the above account be attended to at once, I shall be compelled to take legal proceedings against you without further notice.—Yours respectfully, A. Bush." That was clearly a lawyer's letter, and was written in a straightforward way. Such letters had from time to time been held to be lawyer's letters. The practice of sending such letters had become very prevalent in Nottingham, but defendant had promised to hand over the circulars in question to Mr. Ward for the purpose of having them destroyed. Under those circumstances he asked the magistrates not to inflict the maximum penalty. On behalf of the defendant Mr. Ward said his client felt compelled after some consideration to plead guilty to a technical breach of the Act. In doing so he wished to say that Bush was not guilty of any wilful fraud or misrepresentation whatever, and he was sure he might safely say that, so far as the words of the statute were "wilfully and falsely pretend," no offence had been committed. Alderman Barber said that the defendant must have known that he had no right to send out such a circular as he had done, and he would be fined £5. Mr. Ward asked that the fine might be reduced, but Alderman Barber said that the sending out of such circulars often put people to a great deal of unnecessary expense and trouble, and the fine they had imposed was quite as low as they could go.

WARNING TO INTENDING HOUSE PURCHASERS AND LESSORS.—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 11b, Victoria-st., Westminster (Estab. 1875), who also undertake the Ventilation of Offices, &c.—[ADVT.] FURNISHING OF NORMAN & STACKE'S SYSTEM: No Deposit; 1, 2, or 3 years credit; 60 wholesale firms. Offices, 79, Queen Victoria-st., E.C. Branches at 151, Pall Mall, S.W., & 2, Liverpool-st., E.C. Goods delivered free.—[ADVT.] SEAMSTRESS and STYLISTS should read a little book by MR. B. BRASNETT, Baron's Court House, West Kensington, London, price 12 stamps. The Author, after suffering nearly 40 years, cured himself by a method entirely his own.—[ADVT.]

## COURT PAPERS.

## SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON				
APPEAL COURT		APPEAL COURT		MR. JUSTICE
No. 1.	No. 2.	KAY.		CHITTY.
Mon., May 23	Mr. Ward	Mr. Clowes	Mr. Carrington	Mr. Jackson
Tuesday ... 24	King	Femberton	Lavie	Koe
Wednesday ... 25	Femberton	Clowes	Carrington	Jackson
Thursday ... 26	Clowes	Femberton	Lavie	Koe
Friday ... 27	Koe	Clowes	Carrington	Jackson
NORTH.				
Monday, May	Mr. Leach	Mr. King	Mr. Justice	Mr. Justice
Tuesday	Godfrey	Ward	STIRLING.	KEKEWICH.
Wednesday	Leach	King	Ward	Pugh
Thursday	Godfrey	Ward	King	Beal
Friday	Leach	King	Ward	Pugh
			King	Beal

The Whitsun Vacation will commence on Saturday, the 26th day of May, and terminate on Tuesday, the 31st day of May, 1887, both days inclusive.

## WINDING UP NOTICES.

London Gazette.—FRIDAY, May 13.

## JOINT STOCK COMPANIES.

## LIMITED IN CHANCERY.

**BENJAMIN EVANS & CO. LIMITED.**—Stirling, J., has fixed Monday, May 23 at 12, at his chambers, for the appointment of an official liquidator.  
**CAMERIAN CHEMICAL CO. LIMITED.**—Peto for winding up, presented May 11, directed to be heard before Kay, J., on Saturday, May 21. Gedge & Co, Old Palace yard, Westminster, solors for petners.  
**NORTH ATLANTIC STEAMSHIP CO. LIMITED.**—By an order made by Chitty, J., dated May 4, it was ordered that the voluntary winding up of the company be continued. Abrahams & Co, Old Jewry, solors for petners.  
**PROTECTOR CARRIAGE AND HORSE INSURANCE CO. LIMITED.**—Chitty, J., has, by an order dated March 12, appointed Charles Fletcher Richardson, 4, Tokenhouse bigge, to be official liquidator.  
**WYLOFF'S STEAMSHIP CO. LIMITED.**—Creditors are required, on or before June 10, to send their names and addresses, and the particulars of their debts or claims, to Frederick Bertram Smart, 22, Queen st, Cheapside. Friday, June 24, at 12, is appointed for hearing and adjudicating upon the debts and claims.

## FRIENDLY SOCIETIES DISSOLVED.

**CHURCH OF ENGLAND CLUB,** Bell Inn, High st, Dudley, Worcester. May 10  
**ECONOMIC 210 BURIAL SOCIETY,** 8 Union st, Canterbury, Kent. May 10  
**UNION PRIDE LODGE,** United Odd Fellows, Bolton Unity, Brown Cow Inn, Rochdale, Lancaster. May 5

London Gazette.—TUESDAY, May 17.

## JOINT STOCK COMPANIES.

## LIMITED IN CHANCERY.

**DAKOTA STOCK AND GRAZING CO. LIMITED.**—Peto for the continuance of the voluntary winding up, presented April 29, directed by Chitty, J., to stand over until Saturday, May 21. Brandon, Essex st, Strand, solors for petners.  
**E. L. PARE & CO. LIMITED.**—Peto to continue the voluntary winding up, presented May 14, directed to be heard before Kay, J., at the Royal Courts, on Thursday, May 26. Wooler, John st, Bedford row, agent for Morgan & Scott, Cardiff, solors for petner.

## FRIENDLY SOCIETIES DISSOLVED.

**ALSTONEFIELD FRIENDLY BENEFIT SOCIETY,** George Inn, Alstonefield, Stafford. May 11  
**BEDINGFELD FRIENDLY SOCIETY,** Bedingfeld Rectory, Suffolk. May 12  
**INDEPENDENT MOUNTAINERS' FRIENDLY SOCIETY,** Horse Shoe Inn, The Bank, Ingelton, York. May 11  
**KIDDERMINSTER BOAT OWNERS' AND GENERAL DEALERS' SOCIETY, LIMITED,** 224, Lorne st, Kidderminster, Worcester. May 13  
**MUTUAL RELIEF SOCIETY,** Waggon and Horses Inn, 69, Little London, Willenhall, Stafford. May 13

## CREDITORS' NOTICES.

## UNDER ESTATES IN CHANCERY.

## LAST DAY OF CLAIM.

London Gazette.—FRIDAY, May 6.

**BETT, WILLIAM,** Fosdyke, Lincoln. June 6. Bett v Bett, North, J. Staniland, Boston.  
**RICHMOND, ARTHUR GUINNESS,** Cromwell pl, Highgate, Insurance Broker. June 6. Dawson v Richmond, North, J. Corbin, Gresham st.  
**JONE, FITZHENRY PRICE CARR,** Killeigh, Ireland. June 6. Routh v Lawrence, Chitty, J.  
**BUTLER, Hon CHARLES LENOX,** Belgrave sq, June 8. Williams v Butler, Kay, J. Mead, Arundell st, Coventry st.  
**HARRIS, SUSANNE CAROLINE,** Weston super Mare, Somerset. June 10. Harries v Harries, North, J. Hulbert, New sq, Lincoln's inn.  
**HOMES, WILLIAM,** Munsley, Hereford, Gent. June 4. Homes v Homes, Chitty J. Prior & Co, Lincoln's inn fields.  
**BOUSEKELL, JAMES,** Leicester, Gent. July 1. Murdin v Bousekell, Stirling, J. Bousekell, Leicester.  
**HUMPHREY, MARY ANN,** Sevenhampton, Gloucester. June 14. Smith v Gibbs, Chitty, J. Kendall, Bourton on the Water.  
**SUNDERLAND, JOSEPH,** Sproston, Chester, Farmer. June 17. Sunderland v Sunderland, Chitty, J. Bygott, jun, Sandbach.

## UNDER 22 &amp; 23 VICT. CAP. 35.

## LAST DAY OF CLAIM.

London Gazette.—FRIDAY, May 6.

**BANCROFT, JOSEPH,** Wenverham, Cheshire, Gent. May 20. Danger & Neville, Liverpool.  
**BENTON, SAMUEL,** Wyde Green, Warwick, Metal Caster. June 18. King & Ludlow, Birmingham.

**BIRT, MARY,** Wickham Market, Suffolk. June 21. Welton, Woodbridge, Suffolk.  
**BIDDEN, JOHN EDWARD,** Lons rd, Clapham pk, Gent. June 15. Roopers & Whately, Lincoln's inn fields.  
**BOOTH, JOHN BALNBRIDGE,** Catterick, York, Esq. June 11. Wray, Leyburn, York.  
**BURKE, HARRIET,** Avenue rd. June 4. Guscotte & Co, Essex st.  
**BURROWS, FREDERIC THOMAS,** New ct, Lincoln's inn. June 11. Russel, Coleman st.  
**CARTHEW, JAMES HENRY,** Blythe lane, Hammarsmith, Licensed Victualler. June 14. Sawbridge & Son, Aldermanbury.  
**CHICK, WILLIAM,** South Petherton, Somerset, Farmer. May 31. Batten, Yeovil.  
**ORESSWELL, WILLIAM,** Southsea, Esq. June 11. Davidson & Co, Spring gdns.  
**DUGMORE, HENRY JOHN DENNIS,** King's Lynn, Esq. June 20. Meredith & Co, New sq.  
**EVISON, SAMUEL,** Liverpool, Draper. June 24. Price, John st, Bedford row.  
**FITZGIBBON, VICTOR BEARE,** Woodchurch rd, West Hampstead. June 4. Guscotte & Co, Essex st, Strand.  
**FORDHAM, HARRIET GUENEY,** Melbourn Bury, Cambridge. June 14. Ware & Co, Gt Winchester st.  
**FOSTER, JOSEPH, Heeley,** York, Manager. May 29. Vickers & Co, Sheffield.  
**FREEBOUT, ANN JANE,** Deptford. June 11. Lockyer Deptford.  
**GARWOOD, THOMAS,** Bury St Edmunds, Hotel Keeper. June 1. Groes & Son, Bury St Edmunds.  
**GLEDHILL, RICHARD,** Paddock, York. Aug 1. Bottomley, Huddersfield.  
**HART, BARNETT,** Bow. July 11. Clark, Walbrook.  
**HAWKER, JAMES WILLIAM,** Poland st, Printer. June 24. Dod & Co, Berners st.  
**HYDE, SAMUEL WILLIAM,** Pall Mall, Gent. June 24. Duffield & Bruty, Tokenhouse yd.  
**JOHNSON, ANN,** Kensington. June 21. Kinsey & Co, Bloomsbury pl.  
**JOHNSON, GEORGE HENRY,** Kensington, Esq. June 21. Kinsey & Co, Bloomsbury pl.  
**JOHNSON, THOMAS,** Adlington, Lancaster, Gent. June 18. Flegg & Son, Hill's place.  
**KENWORTHY, CHARLES JAMES FOX,** Ealing. May 31. A. W. Kenworthy, Ironmonger lane.  
**LAZENBY, WILLIAM HENRY,** Kingston upon Hull, Cooper. May 31. Johnson, Hull.  
**LOCKE, HENRY,** King's Hill, Somerset, Shoemaker. June 4. Benson & Carpenter, Bristol.  
**MCBAIN, HEPZIBAH,** Islington. July 30. Ashley & Co, Frederick's place.  
**MITCHELL, THOMAS GIBBINS,** Leamington, Esq. June 20. Mitchell, Leamington.  
**MERSON, FRANCIS,** Bickham, Somerset. May 21. Ponsford & Co, Bardon.  
**MURDOCH, HARRIET,** ROTHERHITHE. June 14. Ashbridge, Whitechapel rd.  
**POPFLEWELL, ROBERT JAMES,** Holloway, Traveller. June 1. Wild & Co, Ironmonger lane.  
**SEYMOUR, MARY,** Tonbridge. June 4. Guscotte & Co, Essex st, Strand.  
**SHEPPARD, EDWARD REVETT,** Bramber, Sussex, Gent. June 2. Riley, Moor-gate st.  
**SMITH, FARREE,** Sunderland, Cabinet Maker. June 1. Walker, Sunderland.  
**SOLOMON, ROSE,** Maida Vale. June 17. Harvey-Samuel, Whittington avenue, Leadenhall st.  
**TEMPLEMAN, SIMON,** York, Gent. July 11. Cobb, York.  
**TOOLEY, STEPHEN,** Aylesbury, Jeweller. May 21. J & T Parrott, Aylesbury.  
**TUTTLE, GEORGE,** Upton, Essex, Regalia Manufacturer. June 7. Parkes, Salters' Hall ct.  
**WAITE, JOHN DEANE,** Manby, Lincoln, Clerk. June 1. Allison & Allison, Louth.  
**WALL, EMMA,** Moseley, Worcester. June 6. Lane & Clutterbuck, Birmingham.  
**WATSON, MAY,** Bath. June 8. Tucker, Bath.  
**WHITE, FREDERICK GEORGE,** and **WILLIAM DUNSFORD WHITE,** Upper Thames st, Wharfingers. June 28. Clarke & Co, Old Broad st.  
**WINGFIELD, JOHN,** Sheffield, Gent. May 21. Gould & Coombe, Sheffield.

## BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, May 13.

## RECEIVING ORDERS.

**ALLOOCK, CHARLES,** Bewdley, Worcester, without employment. Kidderminster. Pet May 7. Ord May 7.  
**ARMSTRONG, HENRY,** Lowestoft, Smack Owner. Gt Yarmouth. Pet May 9. Ord May 9.  
**ARMSTRONG, RALPH,** Rochdale, Lancs, Licensed Victualler. Oldham. Pet May 10. Ord May 10.  
**BARBER, GEORGE,** Liverpool, Tailor. Liverpool. Pet May 10. Ord May 10.  
**BARRINGTON, CALEB,** Manchester, China Dealer. Manchester. Pet May 10. Ord May 10.  
**BROADGATE, JOSEPH PALFREMAN,** Brigg, Lincs, Auctioneer. Gt Grimsby. Pet May 11. Ord May 11.  
**BROWN, ARCHIBALD DOUGLAS,** Bristol, Cabinet Manufacturer. Bristol. Pet May 9. Ord May 9.  
**COLE, ROBERT DAVID,** Gurnard, I W, Builder. Newport and Ryde. Pet April 23. Ord May 4.  
**CRODLEN, RATOLIFF HENRY,** Weymouth, Auctioneer. Dorchester. Pet May 10. Ord May 10.  
**DENNIS, WILLIAM HENRY,** Sheffield, Tobacco Manufacturer. Sheffield. Pet May 9. Ord May 9.  
**DOWSETT, EDWARD JOHN,** Gt Dunmow, Essex, Picture Frame Maker. Chelmsford. Pet May 10. Ord May 10.  
**FULCHER, GEORGE,** Cricketfield rd, Lower Clapton, Potato Salesman. High Court. Pet May 9. Ord May 9.  
**FIELD, JAMES THOMAS,** Hastings, Eating house Keeper. Hastings. Pet May 5. Ord May 7.  
**GARRATT, CHARLES,** Ridgmount, Bedford, Butcher. Bedford. Pet May 9. Ord May 9.  
**GOODWIN, WILLIAM SLATER,** Shottle, Derby, Farmer. Derby. Pet May 9. Ord May 9.  
**GROVE, WILLIAM,** Hereford, Nurseryman. Hereford. Pet May 11. Ord May 11.  
**HOLLIS, JOHN,** Birmingham, Wheelwright. Birmingham. Pet May 6. Ord May 6.  
**KIRBY, WILLIAM,** Bisleigh, Gloucester, L.R.C.P. and L.R.O.S. Gloucester. Pet May 11. Ord May 11.  
**LEWIS, MORGAN LLEWELLYN,** Cardiff, Grocer. Cardiff. Pet May 6. Ord May 6.



LOWES, SAMUEL HENRY, Brighton, Baker. Brighton. Pet May 10. Ord May 10  
 MANCHESTER, WILLIAM, Portsea, Bootmaker. Portsmouth. Pet May 10. Ord May 10  
 MARCHANT, ROBERT MUDGE, Canonbury villas, Islington, Civil Engineer. High Court. Pet April 13. Ord May 6  
 MARRY, JOHN, Hawksworth, Notts, Farmer. Nottingham. Pet May 11. Ord May 11  
 MELLOR, THOMAS, Sheffield, Grocer. Sheffield. Pet May 10. Ord May 10  
 MORGAN, EDWIN, Newbury, Berks, Stonemason. Newbury. Pet May 11. Ord May 11  
 NEALE, HARRY, Salisbury, Painter. Salisbury. Pet May 10. Ord May 10  
 NEWBY, WILLIAM, New Malton, Yorks, Fancy Draper. Scarborough. Pet May 9. Ord May 9  
 NISBECK, TOM, Pontymister, Mon, Innkeeper. Newport, Mon. Pet April 29. Ord May 9  
 OUTH, ANNIE, Landport, Hampshire, Dealer in Fancy Goods. Portsmouth. Pet May 7. Ord May 7  
 PARRY, JOHN PAUL, Great Sutton st, Clerkenwell, Artificial Flower Manufacturer. High Court. Pet May 10. Ord May 10  
 PEARCE, WALTER, Derby, Butcher. Derby. Pet May 10. Ord May 10  
 PICKERING, WILLIAM, Preston, Plumber. Preston. Pet May 11. Ord May 11  
 RAWTHORNE, ROBERT, Southport, out of business. Liverpool. Pet April 30. Ord May 11  
 ROOMS, EDWARD ALFRED JAMES, Portsea, Tobaccoist. Portsmouth. Pet May 11. Ord May 11  
 ROTHWELL, THOMAS, Shaw, nr Oldham, Cotton Spinner. Oldham. Pet May 11. Ord May 11  
 RUFFY, ELIZABETH LOUISA, Geddington, Northamptonshire, Spinster. Northampton. Pet May 10. Ord May 10  
 SHEPLEY, THOMAS, jun, Manchester, Furniture Broker. Manchester. Pet May 9. Ord May 9  
 SMITH, JAMES BRAMWELL, Liverpool, Joiner. Liverpool. Pet May 10. Ord May 10  
 TAYLOR, CHARLES JAMES, Cleckheaton, Yorks, Innkeeper. Bradford. Pet May 11. Ord May 11  
 TAYLOR, SAMUEL, Crews, Cheshire, Hatter. Nantwich and Crews. Pet May 9. Ord May 9  
 WATSON, WALTER HENRY, and JOHN SIMPSON STEEL, Lilliput rd, Victoria Docks, Hardware Merchants. High Court. Pet May 10. Ord May 10  
 WETHERLY, ALBERT ROWDEN, Southsea, Baker. Portsmouth. Pet May 10. Ord May 10  
 WOOD, WALTER, Thirsk, Yorks, Tallow Chandler. Northallerton. Pet May 7. Ord May 7

The following amended notice is substituted for that published in the London Gazette of April 29.  
 LLOYD, NATHANIEL, Manchester, Merchant. Manchester. Pet March 29. Ord April 17  
 The following Amended Notice is substituted for that published in the London Gazette of May 10.  
 NIXON, GEORGE TOOTH, LUTHER NIXON, JOSEPH GILBERT BANKS, Rugeley, Ironfounders. Stafford. Pet May 7. Ord May 7

## FIRST MEETINGS.

ALLINGTON, WALTER, Weelsby, Boot Dealer. May 25 at 12.30. Off Rec, 3, Haven st, Gt Grimsby  
 ARMSTRONG, HENRY, Lowestoft, Smack Owner. May 21 at 11. Off Rec, 8, King st, Norwich  
 ARMSTRONG, RALPH, Rochdale, Licensed Victualler. May 23 at 3.30. Townhall, Rochdale  
 BRYANT, EDWARD, Tunbridge Wells, Furniture Dealer. May 20 at 3. Spencer & Reeves, Mount Pleasant, Tunbridge Wells  
 COLE, ROBERT DAVID, Gurnard, Isle of Wight, Builder. May 20 at 11. Off Rec, Newport, Isle of Wight  
 COOPER, JOHN GREGORY, Chatteris, Cambridgeshire, Veterinary Surgeon. May 24 at 2.45. George Hotel, Chatteris  
 DAWBER, JOHN, Scarborough, Auctioneer. May 23 at 12.30. Station Hotel, York  
 DEAN, SAMUEL, Cleckheaton, Yorks, Cabinet Maker. May 20 at 3. Off Rec, 31, Manor row, Bradford  
 FRENCH, ELIZABETH, Brighton, Lodging House Keeper. May 20 at 12. Off Rec, 4, Pavilion bldgs, Brighton  
 GEORGE, FRANK, Lambeth walk, Cheesemonger. May 20 at 11. 33, Carey st, Lincoln's inn  
 GODWIN, JOHN, Watton, Brecon, Baker. May 25 at 12. Off Rec, Merth Tydfil  
 GREEN, CHARLES THOMAS, Cheapside, Tailor. May 20 at 2.30. Bankruptcy bldgs, Lincoln's inn fields  
 HARRISON, JOHN, Bedford hill, Balham, no occupation. May 24 at 3. 109, Victoria st, Westminster  
 HUDSON, ROBERT BOULTON, Lecon, nr Ulverston, Farmer. May 21 at 11. 2, Paxton terr, Barrow in Furness  
 HULLY, RICHARD, Lancaster, Ale Merchant. May 23 at 2.15. Law Society, Castle hill, Lancaster  
 JONES, JOHN REES, New Oxford st, Tailor. May 20 at 12. Bankruptcy bldgs, Lincoln's inn fields  
 LINES, BENJAMIN AUGUSTUS, Tingewick, Buckinghamshire, Threshing Machine Proprietor. May 23 at 10. County Court, Banbury  
 NEWBY, WILLIAM, New Malton, Yorks, Draper. May 20 at 11.30. Off Rec, 74, Newborough st, Scarborough  
 NISBECK, TOM, Pontymister, Mon, Innkeeper. May 23 at 12. Off Rec, 12, Tredegar pl, Newport, Mon  
 SAUNDERS, ARTHUR MORRELL, Sunbury on Thames, Broker. May 24 at 11. 16 Room, 30 and 31, Swithin's lane  
 SEABLE, GEORGE, Bow rd, Boot Dealer. May 20 at 12. 33, Carey st, Lincoln's inn  
 SHEPHERD, HERBERT, Gt Yarmouth, Grocer. May 21 at 12. Off Rec, 8 King st, Norwich  
 SMITH, JAMES BRAMWELL, Liverpool, Joiner. May 25 at 3. Off Rec, 25, Victoria st, Liverpool  
 SMITH, JOHN ALFRED, Falcon rd, Battersea, Cheesemonger. May 20 at 3. 109, Victoria st, Westminster  
 TINS, JOHN, Barrow in Furness, Builder. May 24 at 11. 2, Paxton terr, Barrow in Furness  
 TINELEY, CHARLES J, Ann st, Mile End, Licensed Victualler. May 20 at 2.30. 33, Carey st, Lincoln's inn  
 TOWNSEND, JAMES, GEORGE TOWNSEND, and ROBERT TOWNSEND, Colne, Cotton Spinners. May 20 at 2.30. Crown Hotel, Colne  
 WALKER, GEORGE, and JOHN WALKER, Barrow in Furness, Aerated Water Makers. May 25 at 10. 2, Paxton terr, Barrow in Furness  
 WATSON, OSBORN HENRY, Dover, Draper. May 21 at 11.30. Bankruptcy bldgs, Lincoln's inn

## ADJUDICATIONS.

ALCOCK, CHARLES, Bewdley, Worcester, without employment. Kidderminster. Pet May 7. Ord May 7  
 ARMSTRONG, HENRY, Lowestoft, Smackowner. Gt Yarmouth. Pet May 9. Ord May 9

BAILEY, PETER EDWARD, Swinton, nr Manchester, no occupation. Macclesfield. Pet March 31. Ord May 7  
 BARRIE, GEORGE, Liverpool, Tailor. Liverpool. Pet May 10. Ord May 11  
 BARRINGTON, CALER, Manchester, China Dealer. Manchester. Pet May 10. Ord May 11  
 BAXTER, JOHN EDWARD, Munster pk, Fulham. High Court. Pet Feb 28. Ord May 10  
 BOSTON, WILLIAM, Ackleton, Salop, Grocer. Madeley. Pet March 21. Ord May 10  
 BROADGATE, JOSEPH PALFREMAN, Brigg, Lincoln, Auctioneer. Gt Grimsby. Pet May 10. Ord May 11  
 CHIFFERS, JOB, Glastonbury, Somerset, Grocer. Wells. Pet May 8. Ord May 10  
 COLLINS, THOMAS, Aberystwith, Cardigan, Ironmonger. Aberystwith. Pet May 2. Ord May 9  
 DENWYD, WILLIAM HENRY, Sheffield, Tobacco Manufacturer. Sheffield. Pet May 7. Ord May 9  
 DEVONALD, GEORGE JAMES, and HERBERT EDWIN ERNEST OALL, Bristol, Warehousemen. Bristol. Pet April 16. Ord May 9  
 DORNEY, ROBERT LEWIS, North Malvern, Worcester, Carriage Proprietor. Worcester. Pet May 2. Ord May 9  
 ELLIOT, WILLIAM, Woodchester Mills, nr Stroud, Woollen Cloth Manufacturer. Gloucester. Pet April 5. Ord May 9  
 FULFORD, GEORGE, Cricketfield rd, Lower Clapton, Potato Salesman. High Court. Pet May 9. Ord May 10  
 GARRATT, CHARLES, Ridgmount, Bedford, Butcher. Bedford. Pet May 6. Ord May 9  
 GARRATT, JOSEPH, Gloucester, Refreshment house Keeper. Gloucester. Pet April 28. Ord May 10  
 GOODWIN, WILLIAM SLATES, Shottle, Derby, Farmer. Derby. Pet May 9. Ord May 10  
 GROVE, WILLIAM, Hereford, Nurseryman. Hereford. Pet May 11. Ord May 11  
 HOUGHTON, ROBERT, Bristol, Ironmonger. Bristol. Pet April 20. Ord May 10  
 HUGHES, WILLIAM R, Bangor, General Dealer. Bangor. Pet April 13. Ord May 10  
 JONES, CADWALLADER, Llangynog, Montgomery, Innkeeper. Newtown. Pet April 12. Ord May 11  
 JONES, GEORGE WINTER, Soho, Stafford, Iron Merchant. Oldbury. Pet May 3. Ord May 11  
 JONES, WILLIAM, Bangor, Plumber. Bangor. Pet April 27. Ord May 11  
 LEWIS, MORGAN LLEWELLYN, Cardiff, Grocer. Cardiff. Pet May 6. Ord May 7  
 LOWEY, SAMUEL HENRY, Brighton, Baker. Brighton. Pet May 10. Ord May 10  
 MANCHESTER, WILLIAM, Portsea, Bootmaker. Portsmouth. Pet May 10. Ord May 10  
 MARCHANT, ROBERT MUDGE, Canonbury villas, Islington, Civil Engineer. High Court. Pet April 13. Ord May 10  
 MARRY, JOHN, Hawksworth, Nottinghamshire, Farmer. Nottingham. Pet May 11. Ord May 11  
 MAYNARD, HENRY N., and HENRY JOHN COOKER, Victoria st, Engineers. High Court. Pet April 31. Ord May 11  
 MORGAN, EDWIN, Newbury, Berks, Stonemason. Newbury. Pet May 11. Ord May 11  
 NEWBY, WILLIAM, New Malton, Yorks, Draper. Scarborough. Pet May 9. Ord May 9  
 NICHOLSON, JAMES, Southsea, Draper. Portsmouth. Pet April 21. Ord May 7  
 NISBECK, TOM, Pontymister, Mon, Innkeeper. Newport, Mon. Pet April 27. Ord May 10  
 OUTH, ANNIE, Landport, Hampshire, Dealer in Fancy Goods. Portsmouth. Pet May 7. Ord May 7  
 PEARCE, WALTER, Derby, Butcher. Derby. Pet May 10. Ord May 10  
 PICKERING, WILLIAM, Preston, Plumber. Preston. Pet May 11. Ord May 11  
 ROBINSON, JAMES WILSON, Macclesfield, Grocer. Macclesfield. Pet April 21. Ord May 7  
 ROOMS, EDWARD ALFRED JAMES, Portsea, Tobaccoist. Portsmouth. Pet May 11. Ord May 11  
 RUFFY, ELIZABETH LOUISA, Geddington, Northamptonshire, Spinster. Northampton. Pet May 10. Ord May 10  
 SHEEN, EDWARD, Waterloo rd, no occupation. High Court. Pet April 25. Ord May 10  
 SHEPLEY, THOMAS, jun, Manchester, Furniture Broker. Manchester. Pet May 9. Ord May 9  
 TAYLOR, SAMUEL, Crews, Cheshire, Hatter. Nantwich and Crews. Pet May 9. Ord May 9  
 THOMAS, EDWARD, Llangybi, Carnarvonshire, Farmer. Bangor. Pet March 2. Ord May 9  
 THOMAS, WILLIAM, Nantygasse, nr Amlwch, Anglesey, Farmer. Bangor. Pet April 28. Ord May 10  
 TURNER, ROBERT HENRY, Plymouth, Fish Buyer. East Stonehouse. Pet May 7. Ord May 10  
 UGLOW, JOHN, and EDWARD PICKEN UGLOW, Broad Clyst, Devon, Millers. Exeter. Pet April 25. Ord May 11  
 WALKER, JAMES, Amcotts, Lincolnshire, Bricklayer. Sheffield. Pet April 19. Ord May 11  
 WETHERLY, ALBERT ROWDEN, Southsea, Baker. Portsmouth. Pet May 9. Ord May 11  
 WILSON, GEORGE, Newcastle on Tyne, Plumber. Newcastle on Tyne. Pet April 26. Ord May 9  
 WOOD, CHARLES, York, Builder. York. Pet April 30. Ord May 9  
 WOOD, WALTER, Thirsk, Yorks, Tallow Chandler. Northallerton. Pet May 7. Ord May 7  
 YOUNG, CHARLES, Stockton on Tees, Ironmonger. Stockton on Tees and Middlesbrough. Pet April 16. Ord May 5

## ADJUDICATION ANNULLLED.

BOUGHTON, JOHN KING, Aylesbury, Bucks, Coal Merchant. Aylesbury. Adjnd Jan 17. Annul May 4

## London Gazette.—TUESDAY, May 17.

## RECEIVING ORDERS.

BECKWITH, WALTER, Leeds, Marble Merchant. Leeds. Pet May 12. Ord May 13  
 BENSON, GEORGE, Nun Monkton, Yorks, Licensed Victualler. York. Pet May 12. Ord May 12  
 BROWN, WILLIAM, High st, Stoke Newington, Draper. High Court. Pet May 12. Ord May 12  
 BURGUM, GEORGE, Cinderford, Gloucestershire, Innkeeper. Gloucester. Pet May 13. Ord May 13  
 COLLINS, GEORGE, Chilmark, Wilts, Farmer. Salisbury. Pet May 13. Ord May 13  
 CORKE, LOUISA ELLIOTT, Tottenham rd, Boot Manufacturer. High Court. Pet May 12. Ord May 12  
 DAVIDSON, WOLFE, Downs park rd, Merchant. High Court. Ord May 7  
 ELLIOTT, THOMAS, Preston, Lancashire, Watchmaker. Preston. Pet May 12. Ord May 12

STANBURY, VICTOR EMILE, Uxbridge, Trunk Maker. High Court. Pet Jan 23. Ord May 13  
 FISHER, DAVID, Selston, Notts, out of business. Derby. Pet May 12. Ord May 12  
 HILL, CALER FELIX ELISHA, Pelsall, Staffs, Butcher. Walsall. Pet May 13. Ord May 13  
 HILL, FREDERICK WILLIAM, Bournemouth, Music Seller. Poole. Pet May 12. Ord May 12  
 HOCKING, RICHARD, Truro, Blacksmith. Truro. Pet May 12. Ord May 12  
 HODGSON, THOMAS, Lazonby, Cumberland, Joiner. Carlisle. Pet May 13. Ord May 13  
 HOLLING, JOHN, Tankersley, Yorks, Innkeeper. Barnsley. Pet May 13. Ord May 13  
 HOUGH, EDWARD JORDAN, Bishopgate st, Merchant. High Court. Pet Apr 4. Ord May 12  
 HUNT, WILLIAM HUGHES, Bradford, Tailor. Bradford. Pet May 14. Ord May 14  
 HYAM, MONTAGUE, Holborn Viaduct, Tailor. High Court. Pet May 11. Ord May 12  
 LINTOTT, JAMES JAMES, address unknown, Bootmaker. High Court. Pet Feb 19. Ord May 13  
 LITTLE, GEORGE, sen. and GEORGE LITTLE, jun, Cheltenham, Hay Dealers. Cheltenham. Pet May 12. Ord May 12  
 NICHOLAS, WILLIAM, Bristol, Flour Dealer. Bristol. Pet May 14. Ord May 14  
 NORRIS, ALFRED, and HENRY NORRIS, Bishopgate st Within, Stationers. High Court. Pet May 11. Ord May 13  
 PEACE, HENRY HORTON, Denby Dale, Yorks, out of business. Barnsley. Pet May 13. Ord May 13  
 RANDALL, JOHN CLARKE, Cuxham, Oxfordshire, Miller. Oxford. Pet April 16. Ord May 14  
 ROBERTS, JOHN, Bournemouth, House Decorator. Poole. Pet May 13. Ord May 13  
 RUSSELL, WILLIAM HUTCHINSON, Kilham, Yorks, Farmer. Kingston upon Hull. Pet May 5. Ord May 14  
 SKEAVINGTON, JAMES DRUMMOND, and JAMES SKEAVINGTON, Nottingham, Lace Manufacturers. Derby. Pet May 12. Ord May 12  
 SLIGHT, JOHN BULLVANT, King's Lynn, Norfolk, Clerk in Holy Orders. King's Lynn. Pet May 12. Ord May 12  
 TREGBELLAS, JOSHUA, Plymouth, Tailor. East Stonehouse. Pet May 13. Ord May 13  
 WARD, JOHN, Sheffield, Grocer. Sheffield. Pet May 12. Ord May 12  
 WENNEY, JOHN, New Cleo, Lincolnshire, Fish Merchant. Great Grimsby. Pet May 13. Ord May 13  
 WILLOUGHBY, EDWIN THOMAS, Jamaica rd, Bermondsey, Printer. High Court. Pet March 30. Ord May 12  
 WOOD, EMMA BUDDEN, Folkestone, Schoolmistress. Canterbury. Pet May 10. Ord May 10  
 ZACHARY, WILLIAM FISHWICK, Walton, nr Liverpool, Furniture Dealer. Liverpool. Pet May 13. Ord May 12

## RECEIVING ORDER RESCINDED.

BOWLES, GEORGE FREDERICK, St Lawrence rd, Notting Hill, Gent. High Court. Ord March 29. Resc May 10

## FIRST MEETINGS.

BENSON, GEORGE, Nun Monkton, Yorks, Licensed Victualler. May 26 at 12. Off Rec, 17, Blake st, York  
 BLUNDERFIELD, HENRY, and WILLIAM HIDE, Lettice st, Dancer st, Fulham rd, Builders. May 25 at 11. Bankruptcy bldgs, Lincoln's inn  
 BROWN, ARCHIBALD DOUGLAS, Bristol, Cabinet Manufacturer. June 3 at 2. Off Rec, Bank chbrs, Bristol  
 COLLINS, GEORGE, Chilmark, Wilts, Farmer. May 27 at 3. Off Rec, Salisbury  
 CRODYEN, RATCHLIFF HENRY, Weymouth, Auctioneer. May 24 at 1.30. Off Rec, Salisbury  
 DIXON, THOMAS GRIFFITHS, Nant Hall, Flint, Esq. May 26 at 12. Off Rec, Chester  
 DODSON, EDWIN, London st, Fenchurch st, Tailor. May 26 at 2.30. 33, Carey st, Lincoln's inn  
 DOWSETT, EDWARD JOHN, Gt Dunmow, Essex, Picture Frame Maker. May 25 at 10.30. Shirehall, Chelmsford  
 ELLIOTT, THOMAS, Preston, Lancashire, Watchmaker. May 25 at 8. Off Rec, 14, Chapel st, Preston  
 FISHER, DAVID, Selston, Nottinghamshire, out of business. May 25 at 2. Flying Horse Hotel, Nottingham  
 GOODWIN, WILLIAM SLATER, Shottle, Duffield, Derbyshire, Farmer. May 24 at 3.30. Off Rec, St James's chmbrs, Derby  
 HARROW, HENRY, Heathfield pk, Willenden green, out of business. May 26 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields  
 HILL, FREDERICK WILLIAM, Bournemouth, Music Seller. May 26 at 1.30. Criterion Hotel, Bournemouth  
 HOARE, THOMAS, address unknown, Licensed Victualler. May 25 at 2.30. 33, Carey st, Lincoln's inn  
 HOCKING, RICHARD, Truro, Blacksmith. May 25 at 4. Off Rec, Boscawen st, Truro  
 HODGSON, THOMAS LASONBY, Cumberland, Joiner. May 26 at 12. Off Rec, 24, Fisher st, Carlisle  
 HOUDEN, CHARLES, Chateworth rd, Clapton, Grocer. May 25 at 11. Bankruptcy bldgs, Lincoln's inn  
 JELKS, WILLIAM, Holloway rd, Furniture Dealer. May 26 at 11. 33, Carey st, Lincoln's inn  
 LANELEY, GEORGE, London st, Paddington, Horse Dealer. May 25 at 12. Bankruptcy bldgs, Lincoln's inn  
 LITTLE, GEORGE, sen. and GEORGE LITTLE, jun, Cheltenham, Hay Dealers. May 26 at 2.15. County Court, Cheltenham  
 LOTNEY, HYMAN, St Mary st, Whitechapel, Clothier. May 25 at 12. Bankruptcy bldgs, Lincoln's inn  
 LOWER, SAMUEL HENRY, Brigton, Baker. May 24 at 12. Off Rec, 4 Pavilion bldgs, Brighton  
 LUNDY, JAMES FREE, Weelsby, Lincoln, Nautical Instrument Maker. May 25 at 1. Off Rec, 3, Haven st, Gt Grimsby  
 MANCHESTER, WILLIAM, Portsea, Bootmaker. May 25 at 2. 106, Queen st, Portsea  
 MANKELL, BENJAMIN JACKSON, Norton, Derby, Traveller. May 25 at 11.30. Off Rec, Pictree lane, Sheffield  
 MITCHELL, FRANCIS HENRY, East hill, Oakleigh pk, Whetstone, Clerk. May 25 at 11. 16 Room, 30 and 31, St Swithin's lane  
 NEALE, HARRY, Salisbury, Painter. May 24 at 3.15. Off Rec, Salisbury  
 OUFOS, ANNIE, Landport, Hampshire, Dealer in Fancy Goods. May 25 at 12. 164, Queen st, Portsea  
 PRANCE, WALTER, Derby, Butcher. May 24 at 2.30. Off Rec, St James's chmbrs, Derby  
 PICKERING, WILLIAM, Preston, Plumber. May 24 at 3. Off Rec, Chapel st, Preston  
 PRITCHETT, JOHN, Birmingham, Builder. May 26 at 11. 25, Colmore row, Birmingham  
 REES, EDWARD, Cardiff, Hay Merchant. May 24 at 11.30. Off Rec, 3, Crookherbtown, Cardiff

ROBERTS, JOHN, Bournemouth, House Decorator. May 26 at 12.30. Criterion Hotel, Bournemouth  
 ROOMS, EDWARD ALFRED JAMES, Portsea, Tobacconist. May 25 at 3.30. 106, Queen st, Portsea  
 ROTHWELL, THOMAS, Shaw, nr Oldham, Cotton Spinner. May 25 at 3. Off Rec, Flory chmbrs, Union st, Oldham  
 SHAND, JOHN AUCHEMDDAN BAIRD, Pump ct, Temple, Barrister at Law. May 25 at 12. 33, Carey st, Lincoln's inn  
 SHEPLEY THOMAS, jun, Manchester, Furniture Broker. May 24 at 11.30. Off Rec, Ogden's chmbrs, Bridge st, Manchester  
 SKEAVINGTON, JAMES (Sep Estate), Ilkeston, Derby, Lace Manufacturer. May 25 at 4.15. Flying Horse Hotel, Nottingham  
 SKEAVINGTON, JAMES DRUMMOND, and JAMES SKEAVINGTON, Nottingham, Lace Manufacturers. May 25 at 3. Flying Horse Hotel, Nottingham  
 SKEAVINGTON, JAMES DRUMMOND (separate), Ilkeston, Derby, Lace Manufacturer. May 25 at 4. Flying Horse Hotel, Nottingham  
 TAYLOR, CHARLES JAMES CLECKHEATON, Innkeeper. May 25 at 11. Off Rec, 31, Manor row, Bradford  
 WELFORD, JOHN, Highgate Hill, Dairyman. May 25 at 11. 33, Carey st, Lincoln's inn  
 WETHERILL, ALBERT ROWDEN, Southsea, Baker. May 26 at 3. 166, Queen st, Portsea  
 WOOD, EMMA BUDDEN, Folkestone, Schoolmistress. May 25 at 3.30. 73, Sandgate rd, Folkestone  
 WRAY, AARON, Kingston upon Hull, Solicitor. May 27 at 2. Hull Law Society, Bowalley lane, Hull  
 WRIGHT, THOMAS HOLLES, and DAVID JAMES WRIGHT, Warwick st, Wharfingers. May 26 at 11. Bankruptcy bldgs, Lincoln's inn  
 ZACHARY, WILLIAM FISHWICK, Walton, nr Liverpool, Furniture Dealer. May 27 at 3. Off Rec, 35, Victoria st, Liverpool

## AJUDICATIONS.

ANDERSON, WILLIAM, Cannon st, Licensed Victualler. High Court. Pet Apr 28. Ord May 14  
 AUSTIN, THOMAS, Birmingham, Tailor. Birmingham. Pet Apr 19. Ord May 14  
 BARROW, GEORGE WILLIAM, Leckhampton, Gloucs, Jeweller. Cheltenham. Pet Apr 19. Ord May 12  
 BATTEN, ISAAC, Pensance, Watchmaker. Truro. Pet Apr 25. Ord May 11  
 BECKWITH, WALTER, Leeds, Marble Merchant. Leeds. Pet May 13. Ord May 13  
 BRYANT, EDWARD, Tunbridge Wells, Furniture Dealer. Tunbridge Wells. Pet May 6. Ord May 14  
 BUGG, JOHN, Dinton, Wilts, Miller. Salisbury. Pet Apr 16. Ord May 12  
 BURGUM, GEORGE, Cinderford, Gloucs, Innkeeper. Gloucester. Pet May 13. Ord May 13  
 BUSHELL, HENRY, Nonington, Kent, Farmer. Canterbury. Pet Apr 25. Ord May 13  
 CRODYEN, RATCHLIFF HENRY, Weymouth, Auctioneer. Dorchester. Pet May 10. Ord May 13  
 DOWSETT, EDWARD, JOHN, Great Dunmow, Essex, Picture Frame Maker. Chelmsford. Pet May 10. Ord May 13  
 ELLIOTT, THOMAS, Preston, Watchmaker. Preston. Pet May 13. Ord May 13  
 ENTHOVEN, H. C., New Bond st, Dealer in Works of Art. High Court. Pet March 2. Ord May 12  
 FISHER, DAVID, Selston, Nottinghamshire, out of business. Derby. Pet May 5. Ord May 12  
 FROST, WALTER ISAAC, Maury rd, Stoke Newington, Root Salesman. High Court. Pet May 8. Ord May 12  
 HILL, CALER FELIX ELISHA, Pelsall, Staffordshire, Butcher. Walsall. Pet May 13. Ord May 13  
 HOCKING, RICHARD, Truro, Blacksmith. Truro. Pet May 12. Ord May 12  
 HODGSON, THOMAS, Lazonby, Cumberland, Joiner. Carlisle. Pet May 13. Ord May 13  
 HUNT, WILLIAM HUGHES, Bradford, Tailor. Bradford. Pet May 13. Ord May 14  
 KEMP, CORNELIUS, Plashet lane, Essex, Manager. High Court. Pet April 5. Ord May 13  
 MACHIN, ARTHUR, Ironfield, Derbyshire, Draper. Chesterfield. Pet April 29. Ord May 12  
 MARSE, JOSEPH COX, Queen Victoria st, Commission Agent. High Court. Pet Jan 13. Ord May 12  
 MASTERS, JOHN, Sittingbourne, Barge Builder. Rochester. Pet May 5. Ord May 12  
 METCALFE, LEONARD, Southgate, Bradford, Beerhouse Keeper. Bradford. Pet April 25. Ord May 12  
 NAYLOR, JOHN, Hoyland Nether, Yorks, out of business. Barnsley. Pet April 16. Ord May 12  
 NOBLE, THOMAS, Dalton in Furness, Farmer. Ulverston and Barrow in Furness. Pet March 1. Ord May 12  
 PRICKETT, THOMAS, Milford Haven, Grocer. Pembroke Dock. Pet April 27. Ord May 14  
 ROGERS, THOMAS, Upton upon Severn, Worcestershire, Baker. Worcester. Pet May 7. Ord May 14  
 SMITH, JAMES BRAMWELL, Liverpool, Joiner. Liverpool. Pet May 10. Ord May 13  
 SPROAT, JOHN, and ISRAEL SCARBILL, Barnsley, Yorks, Grocers. Barnsley. Pet April 19. Ord May 13  
 STANLIE, JAMES PETER, and CHARLES ROBERTS, Manchester, Merchants. Manchester. Pet Nov 11. Ord May 13  
 STOW, JOSEPH HOLGATE, Kethley, Yorks, Shop Manager. Bradford. Pet April 29. Ord May 14  
 TREGBELLAS, JOSHUA, Plymouth, Tailor. East Stonehouse. Pet May 12. Ord May 14  
 WARD, JOHN, Sheffield, Grocer. Sheffield. Pet May 12. Ord May 12  
 WATSON, WALTER HENRY, and JOHN SIMPSON STEEL, Lilliput rd, Victoria Docks, Hardware Merchants. High Court. Pet May 10. Ord May 12  
 WEINER, JOHN, New Cleo, Lincolnshire, Fish Merchant. Gt Grimsby. Pet May 13. Ord May 13  
 WHITTING, CHARLES, Liverpool, Mariner. Liverpool. Pet April 21. Ord May 14  
 WOOD, EMMA BUDDEN, Folkestone, Schoolmistress. Canterbury. Pet May 10. Ord May 10  
 WRIGHT, HENRY TOWSELEY, Brisbane, Queensland, Commander in Navy. High Court. Pet Oct 12. Ord May 12

## BIRTHS, MARRIAGES, AND DEATHS.

## DEATHS.

CRACKNALL. — March 26, at Roebourne, Western Australia, Stephen James Cracknall, barrister-at-law, aged 37.  
 DAUBNEY. — May 6, at Market Rasen, Lincolnshire, Robert Heaford Daubney, solicitor, aged 51.  
 DE GEX. — May 14, at Hyde-park-square, Sir John Peter De Gex, Q.C., M.A., aged 75.  
 STEVENS. — May 14, at Norwich, George Alden Stevens, solicitor, aged 66.



## SALES OF ENSUING WEEK.

May 24.—Messrs. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER, at the Mart, at 2 p.m., Residential Property (see advertisement, April 30, p. 4).  
 May 24.—Messrs. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER, at the Mart, at 2 p.m., Freehold Property (see advertisement, May 14, p. 5).  
 May 24.—Messrs. O. D. FIELD & SON, at the Mart, at 1 p.m., Freehold Ground (see advertisement, May 14, p. 6).  
 May 24.—Mr. GEO. STOCKINGS, at the Mart, at 2 p.m., Freehold Ground (see advertisement, May 14, p. 6).  
 May 24.—Mr. G. STOCKINGS, at the Mart, at 2 p.m., Reversion (see advertisement, May 14, p. 6).  
 May 24.—Mr. G. STOCKINGS, at the Mart, at 2 p.m., Leasehold Property (see advertisement, May 14, p. 6).

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

The Subscription to the SOLICITORS' JOURNAL is—Town, 26s. 6d.; Country, 28s. 6d.; with the WEEKLY REPORTER, 53s. Payment in advance includes Double Numbers and Postage. Subscribers can have their Volumes bound at the office—cloth, 2s. 6d., half law calf, 5s. 6d.

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Anti-Dyspeptic Cocoa or Chocolate Powder.  
 Guaranteed Pure Soluble Cocoa of the Finest Quality, with the excess of fat extracted.

The Faculty pronounce it "the most nutritious, perfectly digestible beverage for Breakfast, Luncheon, or Supper, and invaluable for Invalids and Children."

Highly commended by the entire Medical Press.  
 Being without sugar, spice, or other admixture, it suits all palates, keeps for years in all climates, and is four times the strength of cocoas thickened yet weakened with starch, &c., and is REALLY CHEAPER than such Mixtures.

Made instantaneously with boiling water, a teaspoonful to a Breakfast Cup, costing less than a halfpenny. COCOATINA A LA VANILLE is the most delicate, digestible, cheapest Manilla Chocolate, and may be taken when richer chocolate is prohibited.

In tins at 1s. 6d., 3s., 5s. 6d., &c., by Chemists and Grocers.

Charities on Special Terms by the Sole Proprietor, M. SCHWEITZER & Co., 10, Adam-st., Strand, London, W.C.

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THE Splendid Steam Yacht "CEYLON," 2,300 tons register, will leave Gravesend on June 9th and July 9th for a Twenty-five days' Pleasure Cruise to the beautiful Norwegian Fjords and the North Cape; and on August 6th for a Fourteen days' Cruise to the Florida and Molde, keeping in smooth water inside the Islands.—For particulars of these and subsequent cruises apply to MANAGER, Yacht "Ceylon" Office, 7, Pall Mall, S.W.

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To Her Majesty, the Lord Chancellor, the Whole of the Judicial Bench, Corporation of London, &c.

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 SOLICITORS' GOWNS.

Law Wigs and Gowns for Registrars, Town Clerks, and Clerks of the Peace.

CORPORATION ROBES, UNIVERSITY AND CLERGY GOWNS  
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GLASGOW and the HIGHLANDS (Royal Route via Crinan and Caledonian Canals). Royal Mail Steamer COLUMBA or IONA from Glasgow Daily at 7 a.m., from Greenock at 9 a.m., conveying, in connection with his West Highland Steamers, passengers for Oban, Fort William, Inverness, Lochawe, Skye, Gairloch, Staffa, Iona, Glencoe, Stornaway, &c. Official Guide, 3d.; Illustrated, 6d. and 1s., by post, or at W. H. Smith & Sons' Railway Bookstalls. Time Bill with Map and Fares free from the owner, DAVID MACBRATNE, 119, Hope-street, Glasgow.

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(HOWARD'S PATENT.)

1,000 Leaf Book, 5s. 6d.

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THE BEST LETTER COPYING BOOK OUT.

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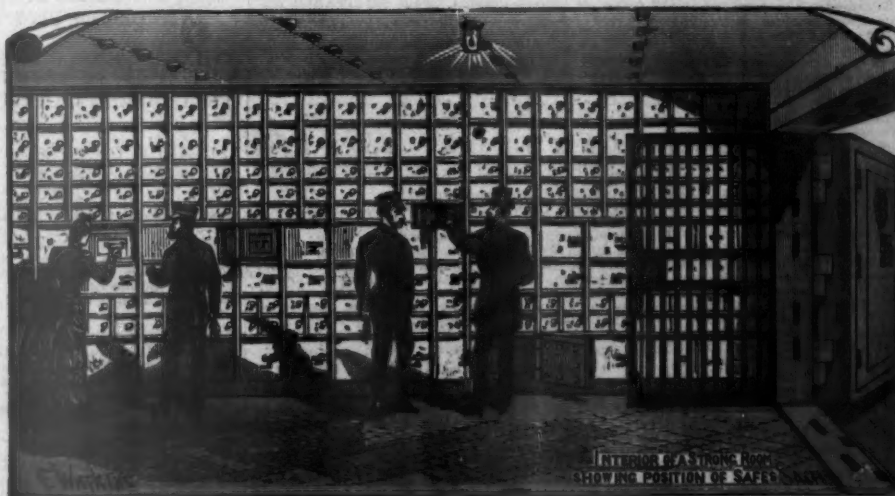
LONDON GAZETTE (published by authority) and LONDON and COUNTRY ADVERTISEMENT OFFICE.—No. 117, CHANCERY LANE, FLEET STREET.

HENRY GREEN, Advertisement Agent, begs to direct the attention of the Legal Profession to the advantages of his long experience of upwards of forty years, in the special insertion of all pro forma notices, &c., and hereby solicits their continued support.—N.B. One copy of advertisement only required, and the strictest care and promptitude assured. Official stamped forms for advertisement and file of "London Gazette" kept. By appointment.

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# QUEEN INSURANCE COMPANY.

Head Office of the Company: QUEEN INSURANCE BUILDINGS, 10, DALE STREET, LIVERPOOL.

London Office: QUEEN INSURANCE BUILDINGS, 60 GRACECHURCH STREET.

## TWENTY-NINTH ANNUAL REPORT.

The Report and Accounts for the year 1886, presented to the Shareholders at the Annual Meeting, on Thursday, May 5, 1887, showed in the FIRE BRANCH, that the premiums for 1886, after deducting Re-insurances, amounted to £801,449, and the losses to £353,494; or 55.75 per cent. In the LIFE BRANCH, that New Policies have been issued for £258,990, yielding in premium £9,915, and that the total net premium income was £23,374. That the payments to policyholders were £43,741, and that the Life Fund was increased by £40,003. The balance at credit of profit and loss, after adding £23,000 to the Fire Fund, was shown to amount to £134,196 10s. 4d., and was disposed of as follows:—£27,005 5s. for Dividend and Bonus; £16,701 17s. added to Reserve Fund; and £90,489 8s. 4d. carried forward. The FUNDS were shown there-after to stand as follows:—Capital paid up, £180,035; Reserves, £440,489; Life Accumulation Fund, £561,016; Annuity Fund, £24,202. Total Funds in Hand, £1,196,063.

### THE AUDITORS' REPORT, DATED 27TH APRIL, 1887, STATED:—

"We have examined the books of the Queen Insurance Company, with the vouchers and securities, including the certificates sent home from the American and Australian branches for their investments. We have also examined the audited balance sheets of the foreign branches, and we certify that the combined balance sheet exhibits a full and accurate view of the company's position on the 31st December, 1886, as shown by the books."

HARMOOD BANNER & SON, Chartered Accountants.

THE INCOME OF THE COMPANY IS NOW £786,392.

T. WALTON THOMSON, General Manager.

THE COMPANY HAS PAID IN SATISFACTION OF CLAIMS £6,131,959.

J. K. RUMFORD, Sub-Manager.

THOS. J. DAVIDSON, Resident Secretary in London.

ACTIVE AND INFLUENTIAL AGENTS WANTED.

### TO THE HOLDERS OF INDIA £4 PER CENT. STOCK, AND INDIA £4 PER CENT. STOCK CERTIFICATES.

India Office, 19th April, 1887.

The Secretary of State for India in Council hereby gives notice that, with reference to the India £4 per Cent. Stock and India £4 per Cent. Stock Certificates becoming redeemable at par on or after the 10th October, 1888, as specified in the Advertisements under which the Stock and Stock Certificates have been issued, he is willing to grant a like amount of India £3 10s. per Cent. Stock and India £3 10s. per Cent. Stock Certificates respectively, in exchange for such India £4 per Cent. Stock and India £4 per Cent. Stock Certificates.

The holders of India £4 per Cent. Stock or Stock Certificates who avail themselves of this offer will receive on the 5th July, 1887, a payment of £1 12s. 6d. per Cent. on the amount of India £4 per Cent. Stock or Stock Certificates surrendered, being a quarter's interest at £4 per Cent. per annum to that date, and ten shillings per Cent. per annum for a year and a quarter to October, 1888, paid in advance; and subsequently interest will be due quarterly on the 5th October, 5th January, 5th April, and 5th July in each year, at the rate of £3 10s. per Cent. per annum.

The Stock and Stock Certificates granted in exchange will be consolidated with the India £3 10s. per Cent. Stock now existing, which is not redeemable until the 5th January, 1891, but will be redeemable at par on and after that day, upon one year's previous notice having been given in "The London Gazette" by the Secretary of State for India in Council.

The Books of the Stock are kept at the Bank of England, where all Assignments and Transfers are made. All Transfers and Stock Certificates are free of Stamp Duty.

The same facilities are given in respect of this Stock for the transmission of dividend warrants by post, and for the exchange of Stock into Stock Certificates with Coupons annexed payable to bearer, as are given in the case of Consols and India Four and Three per Cent. Stocks. Trustees are empowered to invest Trust Funds in this Stock, unless expressly forbidden by the Instrument creating the Trust.

The holders of India £4 per Cent. Stock or Stock Certificates, who may desire to convert their Stock or Certificates upon the terms above mentioned, are hereby required to signify their assent to the Secretary of State for India in Council, in a form to be obtained at the Chief Accountant's Office at the Bank of England; and such assents must be delivered at the Chief Accountant's Office at the Bank of England on or before Wednesday, the 1st June, 1887. From the time of the delivery of such assents, the holders of the India £4 per Cent. Stock thereby affected will be precluded from dealing with their respective shares of that Stock; but on the 8th June, or, in the case of assents sent in on or before the 28th May, on the 2nd June, their share of India £4 per Cent. Stock having been cancelled, corresponding amounts of India £3 10s. per Cent. Stock will be inscribed in their names, and may from that date be dealt in. The assents of holders of India £4 per Cent. Stock Certificates must be accompanied by the Stock Certificates therein referred to, for which a receipt will be given, that will be exchangeable for the new India £3 10s. per Cent. Stock Certificates after the expiration of seven days from the date of surrender.

In the case of Stock transferable at the Bank of Ireland, and of Certificates issued in respect thereof, the forms must be obtained from the Accountant-General's Office at the Bank of Ireland, and the assents must be delivered at that Office on or before the 1st June, 1887, as aforesaid.

A Bill will be introduced into Parliament to make Powers of Attorney and Requests for transmission of Dividend Warrants by post relating to India £4 per Cent. Stock surrendered as above, applicable to India £3 10s. per Cent. Stock.

It is the intention of the Secretary of State in Council that all holders of India £4 per Cent. Stock or India £4 per Cent. Stock Certificates who do not, on or before Wednesday, the 1st June, 1887, signify in the manner above described their assent to accept India £3 10s. per Cent. Stock or India £3 10s. per Cent. Stock Certificates in lieu thereof, shall be paid off at par on the 10th October, 1888, due notice of the repayment being in that case given in October, 1887.

J. A. GODLEY,  
Under Secretary of State.

### THE MORTGAGE INSURANCE CORPORATION, LIMITED.

AMOUNT OF CAPITAL SUBSCRIBED, £710,000

Offices of the Corporation—

Winchester House, Old Broad-street, E.C.

Rt. Hon. E. PLEYDELL ROUVIER, Chairman.

Sir SYDNEY H. WATERLOW, Bart., Deputy-Chairman.

Policies are now being issued by this Corporation insuring Mortgages of Freehold and Leasehold Property, holders of Mortgage Debentures and Debenture Stock, against loss of principal and interest.

These Policies will be of especial advantage to Trustees who may be held responsible for losses consequent upon their investments.

Mortgagors insuring with the Corporation will also be enabled to obtain Advances at the lowest possible rate of interest.

The Corporation also grants Policies to Leaseholders insuring the return of the Amount invested at the expiration of their leases or at any fixed periods.

For particulars and conditions of Insurance apply to the Secretary.

JAS. C. PRINSEP, Secretary.

### NORTHERN ASSURANCE COMPANY

Established 1836.

LONDON: 1, Moorgate-street, E.C. ASSURERS: 1, Union-street.

INCOME & FUNDS (1886):—

Fire Premiums	£577,000
Life Premiums	191,000
Interest	132,000
Accumulated Funds	£3,134,000

### REVERSIONARY and LIFE INTERESTS IN LANDED or FUNDED PROPERTY

or other Securities and Annuities PURCHASED, or Loans or Annuities thereon granted, by the EQUITABLE REVERSIONARY INTEREST SOCIETY (LIMITED), 10, Lancaster-place, Waterloo Bridge, Strand. Established 1836. Capital, £200,000. Interest on Loans may be capitalised.

F. S. CLAYTON, Joint  
C. H. CLAYTON, Secretaries

ESTABLISHED 1851.

### BIRKBECK BANK.

Southampton-buildings, Chancery-lane.

THREE per CENT. INTEREST allowed on DEPOSITS, repayable on demand.

TWO per CENT. INTEREST on CURRENT ACCOUNTS calculated on the minimum monthly balances, when not drawn below £100.

The Bank undertakes for its Customers, free of Charge, the Custody of Deeds, Writings, and other Securities and Valuables; the collection of Bills or Exchange, Dividends, and Coupons; and the purchase and sale of Stocks, Shares, and Annuities. Letters of Credit and Circular Notes issued.

The BIRKBECK ALMANACK, with full particulars, post-free, on application.

FRANCIS RAVENSBOROUGH, Manager.

### MESSES. JOHNSON & DYMOND beg

to announce that their Sales by Auction of Plate, Watches, Chains, Jewellery, Precious Stones, &c., are held on Mondays, Wednesdays, Thursdays, and Fridays.

The attention of Solicitors, Executors, Trustees, and others is particularly called to this ready means for the disposal of Property of deceased and other clients.

In consequence of the frequency of their sales Messrs. J. & D. are enabled to include large or small quantities at short notice (if required).

Sales of Furniture held at private houses.

Valuations for Probate or Transfer. Terms on application to the City Auction Rooms (established 1793), 25 and 26, Gracechurch-street, E.C.

Messrs. Johnson & Dymond beg to notify that their Auction Sales of Wearing Apparel, Piece Goods, Household and Office Furniture, Carpets, Bedding, &c., are held on each day of the week (Saturday excepted).

### OFFICES to be LET.—Some splendid

Rooms in a fine building close to the Law Courts, the Patent Office, and the Chancery-lane Safe Deposit; lighted by electric light, and with every convenience; moderate rent; well suited for a solicitor, law stationer, or patent agent.—Apply at the Collector's Office in the Hall of 63 and 64, Chancery-lane.

### BARRISTERS and Others Seeking

CHAMBERS close to the Law Courts.—A splendid Suite of two, three, or five rooms to be Let, in a fine Building quite near the Law Courts, and adjoining the Chancery-lane Safe Deposit. Lighted by electric light and every convenience; moderate rent.—Apply at the Collector's Office, in the Hall of 63 and 64, Chancery-lane.

### RESIDENTIAL CHAMBERS to be LET,

close to the Law Courts, fitted with every convenience; lighted by electric light; moderate rent.—Apply at the Collector's Office, in the Hall of 63 and 64, Chancery-lane.

### LAW STATIONERS, PRINTERS, and

Others.—Convenient Premises to be Let in Chancery-lane, in a fine building close to the Law Courts and the Chancery-lane Safe Deposit; lighted by electric light, and fitted with every convenience; moderate rent.—Apply at once at the Collector's Office, in the Hall of 63 and 64, Chancery-lane.

### TO SOLICITORS and Others.—Lofty

and Well-lighted Offices and Chambers to be Let at Lonsdale Chambers, No. 37, Chancery-lane (opposite the New Law Courts). Also large, well-furnished Rooms for Meetings, Arbitrations, &c.—Apply to Messrs. LAUNDY & Co., Chartered Accountants, on the premises.

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### CHAMBERS for PROFESSIONAL GENTLEMEN!

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New Law Courts, to be Let in a newly-erected and handsome block of buildings; rooms, £15 to £35 per annum; suites at a reduction.—Apply, New-lam-chambers, 41, Wych-street, Strand; or to Messrs. COLLINS & COLLINS, Surveyors, 14, Cookpur-street Pall Mall, S.W.

### MESSES. PUTTICK & SIMPSON, Literary

and Fine Art Auctioneers, 47, Leicester-square London, W.C., beg to inform Executors, Trustees, Solicitors, and the Trade, that their Season for the disposal by Auction of Libraries of Books and Music, Engravings, Paintings, and other works connected with the Fine Arts, Musical Instruments, and all descriptions of Valuable Property, will commence on October 17, and that their warehouses are open daily for the reception of goods consigned to them for sale.

Messrs. P. & S. will hold several important Sales during the Season, and will include small properties in appropriate Sales, thus affording the same advantages to small as to large consignments. Libraries and other properties catalogued, arranged, and valued for Probate and Legacy Duty, or for Public or Private Sale.



